



COUNTY OF UNION
BID SUBMISSION CHECKLIST

**BA# 31-2020 ELEVATOR MAINTENANCE
AND REPAIR SERVICE**

- _____ 1. CONSENT OF SURETY – The Consent of Surety form signed by a Surety Company stating that if your bid is accepted, the Surety Company that provides the consent shall be required to furnish a Performance Bond in the amount of \$100,000.00. The Bond shall have a term equal to the contract period.

In lieu of the Consent of Surety you may submit a Certified Check for the amount of \$100,000.00.

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.

- _____ 2. Bid Form Page(s)
_____ 3. Bidder Signature Page – fill out completely
_____ 4. Non-Collusion Affidavit – fill out completely and notarize
_____ 5. Stockholder Disclosure Certification (2 pages) – fill out completely
_____ 6. Affirmative Action Requirement
_____ 7. Disclosure of Investment Activities in Iran
_____ 8. Americans with Disabilities Form
_____ 9. Copy of State of NJ Department of Treasury Business Registration Certificate
_____ 10. Extension Form for Union County Cooperative Pricing System
_____ 11. Addenda Receipt Form – Only Include If Addendums Were Received
_____ 12. Facility Location
_____ 13. Experience Statement
_____ 14. Certifications

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 **November 17, 2020**, at **11:30 a.m.** prevailing time in the **6th Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

ELEVATOR MAINTENANCE & REPAIR SERVICES – BA#31-2020

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.

***Public access to the County of Union Administration Building is currently restricted during the statewide public health emergency. Accordingly there will not be an in-person public opening but instead will be conducted live and streamed via the County of Union live streaming public platform which will feature both audio and video capabilities. A link will be provided on the day of the opening at <https://ucnj.org/>.

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. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. Hand delivery of proposals are strongly discouraged due to public restrictions. If delivered by hand, you will not receive confirmation of delivery. **No** late bids will be accepted.

***Entire bid packages received will be scanned and available for public inspection on the portal, <http://ucnj.org/itb>, as they would be available for public inspection after an in-person bid opening. Bidders are reminded to review their submissions for any information they consider to be confidential. The County will not be responsible for the release of any information contained in the bid package which may be subject to confidentiality.

An optional pre-bid meeting will be held on Thursday, November 5, 2020 in the office of the division Facilities Management, 2 Broad Street, Elizabeth, New Jersey 07207 at 10:00 am., followed by a walk-through of each elevator unit. For further information, please contact Eric Sigmund at (908) 527-4240.

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/itb> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michelle Hagopian, Assistant Director of Purchasing.

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 there from, 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.

The purpose and intent of this public bid is to secure for the County of Union a highly experienced, responsible vendor to provide **ELEVATOR MAINTENANCE & REPAIR SERVICE** in various County buildings. The following specifications, prepared in part by a consultant, have sample content from the contract that the successful vendor will sign to enter the agreement with the County of Union. The actual contract will be submitted for signature to the lowest responsible and responsive bidder within 60 days of the bid opening unless otherwise agreed upon by both parties.

The purpose of the sample agreement is to state and define the terms and conditions under which the Contractor shall provide full comprehensive maintenance and repair services for vertical transportation systems identified, and the terms and conditions under which the Purchaser shall compensate the Contractor for such services rendered.

It is the intent of this Contract to ensure all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee the Purchaser the absence of a particular item of work, service or procedure shall not alleviate the Contractor of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the agreement and practical requirements unless same is specifically excluded, prorated or deleted herein.

Minimum standards and requirements for services to be rendered shall be performed in accordance with the specifications and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the original equipment manufacturer (O.E.M.) standard shall be employed unless there is no relative documentation available. The absence of both a contract requirement herein and the O.E.M. design standard shall cause the contractor to engage the services of a qualified engineer to formulate the relative standards and incorporate same as an addendum to this agreement with the Professionals' Seal and Stamp.

VERTICAL TRANSPORTATION

MAINTENANCE FULL COVERAGE SAMPLE CONTRACT AND SPECIFICATIONS

COPY: DO NOT SUBMIT

_____XXXXXXXX_____ (hereinafter called the Contractor)

shall furnish services to the County of Union , Elizabeth, NJ (hereinafter called the Purchaser) on the vertical transportation systems and related equipment in various public buildings listed in the Exhibit "A".

PART 1 - GENERAL CONDITIONS

1.01 DEFINITIONS OF TERMS

- A. The term "Purchaser" or "Owner", as used herein, refers to County of Union, Elizabeth, NJ.
- B. The term "Elevator Contractor", "Contractor" or "Vendor", as used herein, refers to _____XXXXXXXX_____.
- C. The term "Contractor", "Elevator Contractor" or "Vendor" as used herein, refers to any persons, partners, firm, corporation or officer (s) of such companies having an agreement with the "Purchaser / Owner" to furnish qualified labor and materials for the execution of the services and maintenance work described herein.
- D. The term "Subcontractor", as used herein, refers to any persons, partners, firm or corporation having materials and/or labor for the execution of the work herein described.
- E. The term "Consultant", as used herein, refers to VDA LLC, 5 Regent Street, Suite 524, Livingston, NJ 07039.
- F. The term "Agreement", "Contract" or "Contract Documents", as used herein, consists of this specific document, pages one (1) to forty-one (41); and any alternates, addenda, or substitutions as may be referenced under exhibits or riders approved by the parties for the final execution of the Agreement.

1.02 ABBREVIATIONS AND SYMBOLS

- A. Abbreviations for associations, institutions, societies, reference documents and/or governing agencies, which may appear in the Contract Document, shall mean the following:

| | |
|--------|---|
| AIA | American Institute of Architects |
| ANSI | American National Standards Institute |
| ASME | American Society of Mechanical Engineers |
| BOCA | Building Officials and Code Administrators International, Inc. (Basic National Building Code) |
| A.H.J. | Authority Having Jurisdiction |
| G.A. | Governing Agency |
| NEC | National Electrical Code |
| OSHA | Occupational Safety and Health Administration |
| UCC | Uniform Construction Code |

1.03 AGREEMENT COVERAGE

- A. The entire vertical transportation system(s) shall be maintained as hereinafter described, in accordance with the following detailed terms. Trained employees of the Contractor will use all reasonable care to keep the systems in proper adjustment and in safe operating condition, in accordance with all applicable codes, ordinances and regulations. The requirements are specified in the singular with the understanding that all provisions shall be applicable to all units indicated unless otherwise specified.
- B. The specifications are written in the singular with the understanding identical work, materials and equipment shall be provided for all vertical transportation units identified unless otherwise specified.
- C. With the exception of only those items specifically identified as being performed by others, the contract specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by the contract. Inasmuch as it is understood that any incidental work necessary to execute the agreement is also covered by the contract specifications, the contractor is cautioned to familiarize himself with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contractual Agreement for work, services or procedures covered herein.
- D. Maintenance coverage shall include, but is not limited to, preventive services, emergency call-back services, inspection and testing services, repair and/or direct replacement component renewal procedures.

1.04 HOURS OF WORK

- A. All scheduled work shall be performed during regular working hours of the regular working day of the elevator trade, 8:00 A.M. to 4:30 P.M., Monday through Friday, except union designated holidays.
- B. Scheduled repairs and/or other major adjustment procedures necessitating removal of an elevator for an extended period of time must be scheduled through the Purchaser or Owner Designee. The Purchasers' Representative retains the right to have such work completed during overtime hours with the understanding the Contractor shall pay for the regular labor portion and the Owner's / Purchasers' extraordinary obligation is extra premium labor costs only.
- C. Emergency call-back services shall be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein.

1.05 SOLE RESPONSIBILITY

- A. The maintenance work shall be performed only by Certified Elevator Technicians and Mechanics who have successfully passed either the National Association of Elevator Contractors (NAEC) Certified Elevator Technician (CET) certification exam or the National Elevator Industry Education Program (NEIEP) examination. The technicians and mechanics must also be directly employed and supervised by the Contractor, who are experienced and skilled in maintaining vertical transportation units similar to those to be maintained under this Contract and shall not be assigned or transferred to any agent or subcontractor without the express consent of the Owner's Designee or Purchaser.
- B. It is mutually agreed that the Contractor shall not be under any obligation hereunder to make any repairs or replacements except those incidental to the normal operation of the machinery, and that the Contractor is not required under this Contract to make repairs or replacements necessitated by reason of malicious damage, fire, including non-elevator component electrical fire, which are the result of causes beyond Contractor's control. All repairs, if necessitated by this paragraph, shall first be approved in writing by the Director of Facilities Management, or his designee, and shall be charged at the hourly rate on the Bid Form Page. Overtime to be addressed as specified.

1. It is mutually agreed that the Contractor shall make any and all repairs or replacements damaged by Contractor's improper repair, negligent or willful acts or omissions.

1.06 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADINGS

- A. Full comprehensive service and repair coverage shall be included under the terms of this agreement when equipment and/or component systems represented herein are modified or upgraded.
- B. Such changes in equipment necessitating continuing full maintenance coverage may be initiated by the Owner under a separate voluntary extra cost upgrading agreement with or without this Contractor's permission or direct authorization and involvement before the work is performed.
- C. All non-elective changes or modifications necessitated due to obsolescence, parts unavailability or the Contractor's inability to maintain these systems in accordance with the contract specifications shall be fully covered under this agreement regardless of application, method or cost assignment for the life of the contract.
- D. Modernized or otherwise upgraded systems and parts thereof shall automatically be included under the terms of this full comprehensive agreement whether such components are specifically identified or not without extra cost to the Owner.

1.07 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

- A. The Contractor shall comply with all written recommendations of the governing authority or independent inspectors, consultants and insurance carriers employed by the Owner. However, Contractor is not required under this Contract to install new attachments or parts other and different from those now constituting the equipment, as recommended or directed by insurance companies, Government Authorities, or otherwise.

1.08 RECORD KEEPING

- A. A complete permanent record of inspections, maintenance, lubrication and call-back service shall be kept in the machine room or other designated location at the site of work. These records are to be available to the Director of Facilities Management at all times. The records shall indicate the reason the mechanic was in the building, arrival and departure time, the work performed, etc., and these records will be property of the Owner. Record keeping requirements shall include Contractor assigned maintenance personnel and scheduled preventive maintenance procedures, inspections, tests and third party assisted examinations.

1.09 RECORD DRAWINGS

- A. Contractor shall provide and maintain two (2) complete sets of updated electrical wiring diagrams and control schematic drawings on file with the building and they are to become the property of the Owner for each group and/or individual system.

1.10 REPORTS BY CONTRACTOR

- A. The Contractor shall, at any time during the term of this Contract, upon written request of the Owner, render a report of inspections, repairs or replacements made by the Contractor at the premises herein, itemized as to parts installed or services performed and supply samples of lubricants, compounds, or other materials employed.
 1. Contractor shall prepare and issue all required forms and/or reports relative to examinations, tests and inspections as specified herein.

1.11 INSURANCE COVERAGE

A. The Contractor shall not commence work under this contract until it has been agreed to and obtained the following minimum insurance coverage:

1. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for the defense of and to pay and indemnify the Owner, their agent and employees against any loss, cost expense, liability or damage and will hold each of them harmless from and pay any loss, cost, expense, liability or damage (including without limitation, judgment, attorney's fees, court costs and the cost of appellate proceedings) which the Owner incurs because of sickness, injury to or death of any person or on account of damage to or destruction of property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the services or the furnishing of the equipment and supplies and/or any acts or omissions of the Contractor or any of its officers, directors, employees, agents, subcontractors, or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this contract.

2. The Contractor shall, before the commencement of any provisions of any services, file certificates, showing existence of such insurance with the Owner, and such insurance shall be subject to the Owner's approval as to the adequacy of protection and compliance with this Contract, and the satisfactory character of the Insurer. Such insurance shall be placed with Licensed and Admitted carriers to write insurance and do business in the State of New Jersey. Licensed for Surplus is not acceptable.

3. The Owner agrees to give the Contractor notice within a reasonable time (Sunday and holidays excepted) of any accidents, alteration or change affecting the equipment covered by this contract and of any change of Ownership. It is understood and agreed that the Contractor will notify the Owner immediately when any equipment becomes unsafe or operating in a manner which might cause injury to anyone using said equipment and it is further understood and agreed that the Contractor will immediately remove any equipment from service when the equipment becomes unsafe or operating in a manner which might cause injury to anyone using said equipment.

4. The Contractor agrees to maintain such insurance as will fully protect the Contractor, Agent and the Owner of the building from any and all claims under worker's compensation act or employers liability laws, and from any and all other claims of whatsoever kind of nature for damage to property or for bodily injury, including death to anyone whomsoever, that may arise from the operations of the Contractor.

5. Prior to the commencement of operations, Contractor will purchase and maintain the following minimum insurance as will protect it, the Owner and the Owner's agents from any claim which may arise out of a result of Contractors operations under this service contract whether such operation shall be by the Contractor, its employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

a. Commercial General Liability Insurance on an Occurrence basis including:

(1) Bodily Injury, Property Damage including Personal Injury and death.

(2) "Per Project" endorsement.

(3) Broad form property damage liability.

(4) Blanket Contractual Liability including contractual liability assumed by this contract.

(5) Independent Contractors Protective Liability coverage.

(a) The minimum limit for Comprehensive Liability insurance coverage shall be:

- 1) Each Occurrence: \$1,000,000
 General Aggregate: \$2,000,000
 Including "Per Project" Endorsement Products & Completed
 Operations Aggregate: \$1,000,000
- 2) Excess liability limits of not less than:
 Each Occurrence: \$4,000,000
 Coverage to follow form of underlying policies.
- 3) Worker's Compensation Insurance insuring the obligation of the Contractors and
 all subcontractors under the New Jersey Workers Compensation and
 Occupational Disease Laws as respects work performed under this Contract.
 Coverage shall be in accordance with the statutory limits.
- 4) Employer's Liability Insurance – With a minimum limit of not less than:

| | |
|----------------------------|---------------------------|
| Bodily Injury by Accident: | \$1,000,000 each accident |
| Bodily Injury by Disease: | \$1,000,000 each employee |
| Bodily Injury by Disease: | \$1,000,000 policy limit |
- 5) Statutory State Disability Benefits Insurance covering all persons employed by
 the Contractor in connection with this contract.

b. Automobile Liability Insurance in an amount of not less than \$1,000,000.00 combined
 single limit for bodily injury and property damage liability.

B. The foregoing insurance policies shall be primary to any other insurance which may be carried by the Owner and shall name Owner as additional insured with a specific policy endorsement as follows:

County of Union, NJ

- C. Certificates of Insurance evidencing such coverage shall be filed with the Owner prior to the commencement of the contract and renewal of insurance certificates shall be furnished prior to the expiration of any coverage herein.
- D. The policies shall contain a provision giving Owners at least thirty (30) day prior written notice of any change or cancellation of such insurance, in the event of cancellation of Non Payment of Premium, in which ten (10) day notice will be provided. This notice will be included on the Certificate of Insurance.
- E. All insurance must be with a licensed and Admitted (licensed for Surplus Lines is not acceptable) insurance carrier with and maintain no less than, A.M. Best's rating of "A-, size VII and shall be acceptable insurance carriers subject to the discretion of Owner.
- F. The Contractor agrees that the required insurance is not intended to limit the Contractor's liability in the event the Contractor is deemed to be negligent in causing bodily injury or property damage during the course of its operation.
- G. The Contractor will, at its own expense, maintain physical damage insurance in the amounts and against the perils desired by the Contractor on all property owned or rented by the Contractor. The Contractor hereby waives its rights of recovery against the owner for any damage or loss to property of any kind which is owned or rented by Contractor or for which the Contractor is liable.

1.12 CANCELLATION/SUSPENSION OF SERVICE

- A. The Purchaser/Owner shall have the right to cancel this Contract upon at least thirty (30) days prior written notice to the Contractor of its election to do so without penalty for the following:
 - 1. Elective upgrading of apparatus awarded to another vendor.
 - 2. Substandard services and/or poor maintenance practices as confirmed by the Consultant or other qualified professional.
 - 3. Failure to comply with governing authority directives and/or citations.
 - 4. Cost analysis completed prior to expiration date.
- B. In addition to the rights provided in paragraph "A" hereunder, the Purchaser/Owner shall have the right to cancel this Contract immediately, upon the occurrence of any of the following contingencies: bankruptcy of the Owner or Contractor, mortgage foreclosure, condemnation, destruction, or transfer or conveyance of Title to the premises in which the subject equipment is located or the premises in which the subject equipment is located is rendered unusable in the opinion of the Purchaser/Owner.
- C. Cancellation of this agreement prior to the expiration date shall entitle the contractor to payment for services rendered up to and including the date of cancellation; and, the Purchaser shall not be responsible for any expenses or subsequent costs that may be incurred by the contractor as a result of an early cancellation or standard contract agreement expiration.
- D. In the event of an upgrade, end of lease or any other reason for which the County would not need monthly maintenance on any elevators indicated on the bid, the County retains the right to drop/suspend payment for said elevators.

1.13 NOTICES

- A. All notices to be given under the contract shall be in writing and addressed to the party to be notified, postage prepaid, by registered or certified mail, return receipt requested, or by delivering the same in person to such party. All notices shall be deemed to have been given as of the date of delivery indicated on the return receipt or date of failure to deliver by reason of changed address of which no notice was given or refusal to accept delivery, or when personally delivered. Any party or person to whom notices are to be sent or given pursuant to the Contract may, by notice to all such other parties or persons mentioned herein, change its address for the giving of notices, provided, however, that a notice of change of address shall be deemed effective only when received by the addressee.

Purchaser Designee/Owners' Representative:

County of Union
Division of Facilities Management
2 Broad Street
Elizabeth, NJ 07207
Attn: Charles Chirafesi- Director, Division of Facilities Management

1.14 PAYMENT/TERMS

- A. This service will be furnished upon the signing of the contract for the period of 24 consecutive months with the provision for one 24-month extension according to the provisions of the N.J.S.A. 40A:11-1 et seq. All terms, conditions and provisions shall remain intact.. All replacement parts, repairs, adjustments and associated services, as specified herein, shall be supplied, installed, performed and conducted at the Contractor's sole cost and expense unless otherwise specified herein.

- a. Monthly invoices shall indicate the base monthly portions of the contract amount due under the agreement for maintenance services.
 - b. Any state or local tax charges, which may be applicable, are not included in the monthly fee indicated and shall be itemized on the monthly billing invoice statement accordingly.
 - c. Extraordinary work and/or other work, as approved by the Purchaser/Owner, shall be invoiced separately upon completion and acceptance of the work or other services performed.
- B. The contractor shall be wholly responsible for any and all costs involved in the performance of the specified service, including, but not limited to: Travel expenses, cleanup materials, tools*, equipment* and safety supplies. * in the extraordinary event that a particular job needs a tool or piece of equipment outside the parameters of what a qualified contractor would have at his disposal, such as a crane or a specialized diagnostic tool, the contractor shall immediately notify the County employee in charge of the service. The County then may, according to its own best interest:
- 1. Rent or buy the necessary tool or equipment on quotation from a third party.
 - 2. Instruct vendor to rent tool on the behalf of the County and pass along the charge AT COST to the County. The County shall preapprove the rental as being of fair market value. NO mark-up shall be allowed in this instance.

1.15 NON-PAYMENT

- A. The Purchaser/Owner may have the Contractor's work and systems' performance operations checked monthly to ensure the Contractor is performing in accordance with this Contract. If the work requirements are not maintained, the Purchaser/Owner will retain the monthly payment to the Contractor until the Consultant verifies that the work and/or operating performance is back to standard. If three (3) consecutive months of substandard maintenance is noted, the Owner has the right to immediately cancel the Contract without notice to the Contractor.
- B. The Consultant, Purchaser and/or Owner's Designee may withhold approval for payment on any request to such extent as may be necessary to protect the Owner from loss on account of:
- 1. Negligence on the part of the Contractor to execute the work properly or failure to perform any provisions of the contract. The Owner, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost of the contract.
 - 2. Claims filed or reasonable evidence indicating probable filing of claims due to the Contractor's failure to perform.
 - 3. Failure of Contractor to make payments properly to subcontractors for material and labor used to fulfill contractual requirements.
 - 4. Damage to the building as a result of work performed or another subcontractor's failure to perform.

1.16 ERRORS AND OMISSIONS

- A. Contractor shall notify the Purchaser and Consultant in writing regarding any necessary services, coverage or items which may have been omitted from the maintenance contract specifications and any irregularities, discrepancies or duplications that could affect the full comprehensive intent of the agreement.
- B. Any duplication of work or coverage is specified as a means of demonstrating the contract requirements, but such duplication if any is not intended to expand coverage or increase requirements for such work or services and such duplication shall not increase costs or provide justification for extra or additional charge to the Purchaser.

1.17 LABOR LAWS

- A. The Contractor performing work under this contract shall comply with applicable provisions of all federal, state and local labor laws.

1.18 ASSIGNMENTS

- A. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Elevator Contractor assign any payment due him or to become due to him hereunder without the previous written consent of the Owner.

1.19 FORCE MAJEURE

- A. Neither party shall be liable by reason of any failure or delay in the performance of its obligations due to strikes, riots, fires, explosions, acts of God, war, governmental action or any other cause which is beyond the reasonable control of such parties. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause.

1.20 CONTRACTOR'S LICENSE

- A. If required by law, Contractor certifies that it is licensed in the state, municipality and/or local jurisdiction where the property is located to perform the elevator maintenance services pursuant to this Agreement, and that the license will be maintained current and valid for the Initial Term and any renewal term of this Agreement.

1.21 WAIVER

- A. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies and rights of the parties contained in this Agreement shall be cumulative.

1.22 ATTORNEYS' FEES

- A. In the event litigation be commenced by either party hereto against the other in connection with the enforcement of any provision of this Agreement, the losing party shall pay all court costs and shall pay to the prevailing party all expenses incurred by the prevailing party in litigation, including attorneys' fees in a reasonable amount to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

1.23 LIMITATION OF LIABILITY

- A. It is expressly understood and agreed by the Parties that Purchaser, its parent, subsidiaries and/or affiliates shall not be liable or responsible in any way for any loss of or damage or injury to any equipment as referred to in this Agreement or other personal property belonging to Contractor or any personnel of Contractor while in any area of the building; nor shall Purchaser, its parent, subsidiaries and/or affiliates be liable for any injury suffered by any personnel of Contractor while on or in the Owner's property. Personnel of Contractor shall make all necessary arrangements for the safety and security of such equipment and other personal property at all times.

1.24 AGREEMENT DESIGN

- A. It is agreed that this Agreement and any attachment and/or exhibits are contractual in nature and voluntarily entered into by both Parties as their free act and deed, acting in their individual judgment without reliance upon any statement or representation of the other party. This Agreement, any attachments and exhibits constitute the

entire understanding, oral or written, between the Parties, and supersedes any and all prior discussions and/or agreement between the Parties. The parties agree that any alteration to any exhibits, attachments or addenda noted therein or herein, and attached hereto shall be null and void, unless made in writing by mutual agreement or Customer and Contractor. The Parties agree to execute whatever additional documents are deemed reasonably necessary to effectuate this transaction.

- B. Both parties have participated in the preparation of this Agreement, and have been afforded the opportunity to have this Agreement reviewed by legal counsel and/or other consultants of their choice. It is agreed that the normal rule of construction against the drafter shall not apply to the provisions of this Agreement.

1.25 SEVERABILITY AND REFORMATION

- A. This Agreement is binding upon the Parties, their respective successors, assigns and legal representatives. If a Court, having competent jurisdiction, determines that one or more of the provisions is invalid or unenforceable, the Court will have the right to modify same to the minimum extent necessary to make it valid and enforceable, with the rest of this Agreement remaining unaffected by such conclusion or reformation.

1.26 SURVIVABILITY

- A. The parties agree that it would cause an undetermined amount of damages to the other party if either fails to comply with any terms and conditions governing the handling of each other's confidential and proprietary information, or the representations, warranties and indemnifications agreed to under this Agreement and/or hereunder, all of which shall survive any early termination or expiration of this Agreement, and shall remain in full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the Information is returned to whomever disclosed such information, after the date of termination or expiration of this Agreement.

PART 2 - PRODUCTS AND SERVICES

2.01 SCHEDULED PREVENTIVE MAINTENANCE LABOR

- A. Contractor shall provide scheduled systematic examinations, adjustments, cleaning and lubrication of all machinery, machinery spaces, hoistways and pits. The Contractor shall include a minimum of two (2) hours per month per unit as shown in "Exhibit B" (See Bid Form Page 1 of 2) that is to be dedicated to routine preventive maintenance. *The sole exception to this is Item # 29, the three (3) Savaria wheelchair lifts at the Union County Courthouse- Cherry Street Annex, which should be serviced only twice a year, reflected in the March and September invoices. Please ensure the pricing/ bid amount is reflected correctly on Bid Form Page 1 for only a bi- annual service of these units. The monthly unit charge shall include all travel time. No additional travel will be honored.*

2.02 CLEANING

- A. The Contractor shall during the course of all examinations remove and discard immediately all accumulated dirt and debris from the car top(s) and pit area(s). Prior to each annual anniversary date of this Agreement, Contractor shall thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust and debris each year.

2.03 PAINTING

- A. The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with proper insulating compound. The machine room floor and all storage areas shall be painted annually with good quality deck enamel.

2.04 INSPECTIONS / TESTS

- A. The Contractor shall conduct Safety, Efficiency and Maintained Conditions surveys, inspections and tests as follows:
 - 1. Semi-Annual quality control evaluations by a qualified supervisor to ensure and confirm the services and procedures as specified herein are properly executed relative to maintenance and performance standards for the systems serviced.
 - 2. Mandated inspections and testing in accordance with ASME A17.1 Standards applicable per local law; filing of all procedures and payment of all relative fees per the Authority Having Jurisdiction (A.H.J.) and preparation of reports within the required time periods for the examination(s) rendered.
 - a. The Owner retains the right to engage the services of a third-party qualified and certified agency for the sole purpose of witnessing mandated inspections and tests performed by the Contractor. Should the Owner elect to utilize this provision, the Contractor shall conform to the third-party agency schedule and provide qualified labor at no additional charge to Owner.
 - 3. If applicable, independent testing of Fire Emergency Operating Systems and/or Emergency Power System tests in accordance with local law requirements and ASME standards.
 - a. The Owner retains the right to have these tests performed on a not-to-interfere basis at any hour of the day and any day of the week; and the cost for overtime work shall be included in the base monthly maintenance price.

2.05 EMERGENCY CALL-BACK SERVICE (24 HOURS, 7 DAYS PER WEEK)

- A. Provide emergency call-back service which consists of promptly dispatching qualified employees in response to requests from the Owner or designated representative, by telephone or otherwise, for emergency adjustment or minor repairs on any day of the week, at any hour, day or night. If repairs cannot be made immediately, the mechanic shall notify the Owner's Representative as to the reason why and provide supplemental information regarding the restoration of services.
 - 1. Call-back service in response to passenger entrapments shall be provided within one-half (½) hour, twenty four (24) hours a day, seven (7) days a week.
 - 2. Call-back services for out-of-service units that have been secured by the Owner's Representative shall be provided within one (1) hour, twenty four (24) hours a day, seven (7) days a week.

2.06 REPAIRS, RENEWALS, AND REPLACEMENTS

- A. Repairs, renewals, and replacements shall be made by the Contractor as soon as scheduled or other examinations reveal the necessity of the same, or when the Customer so advises the Contractor under the terms of this Agreement. It is understood and agreed that repairs, renewals, and replacements shall be made in accordance with high standards of preventive maintenance practice and that the repair and renewals of parts made shall be equal in design, workmanship, quality, finish fit, adjustment, operation and appearance to the original installation and that replacements shall be new and genuine parts equal to those parts supplied by the manufacturer of the original equipment or its successor, and shall apply to the repair, renewal, or replacement of all mechanical, electronic, and electrical parts, including but not limited to the following:
 - 1. Automatic door systems, power operated door systems and manual door/gate systems complete.
 - a. Power operator and engagement linkages.

- b. Car door top track and hanger roller assemblies.
 - c. Car door track liners, eccentrics, stops, bumpers and related operating mechanisms for multiple speed or multiple panel doors.
 - d. Car gates, bottom guides, retainers, fire stops, gibs, entrance sills and threshold plates, gate handles and protection guards.
 - e. Electrical safety switches and activation mechanisms, door protective and/or retracting devices, and power door operators.
 - f. Electromechanical safety interlock assemblies, related operating mechanisms, clutch or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.
2. Car frame, platform and car safety devices complete.
- a. Crosshead, stiles, hitch plates, tie rods, supports and related structures.
 - b. Car guides, shoes, stands, spindles, gibs, rollers and tensioning devices.
 - c. Sub-platform, under car platform fireproofing, car sills with support cradles, load weighing devices, top/side exit access operating/safety hardware and electrical switches.
 - d. Car fans, blowers and cab ventilation systems.
3. Hoisting machinery, and rotating power drives with mounting supports and beams, raised platforms and weighted foundations and structures complete.
- a. Geared traction and winding drum units, gearless traction and related systems complete.
 - b. Worms, gears, shafts, couplings, drive sheaves, deflector sheaves, 2:1 sheaves, bearings, support/mounting apparatus, brake assembly, rotating elements and all associated castings, guards, retainers and hardware.
 - c. Integral and free standing brake units, drums, discs, pulleys, shoes, linings, pads, pins, sleeves, plungers, coils, caps, adjustment devices and hardware complete.
 - d. AC and DC motors, motor generators, rotating regulators and exciters; armatures, field coils, pole pieces, interpoles, commutators, brush riggings, brush holders, carbon brushes, stator windings, fan or other ventilation mechanisms, bearings, bushings, shafts, caps, packings, seals, junction boxes, leads, connectors and related wiring.
4. Controls, selectors, power drives, encoding devices with related wiring, conduit and circuitry complete.
- a. Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, arc shields, shunts, holders and hardware.
 - b. Circuit boards, transmitters, encoders, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus.
 - c. Filters, fans, blowers, wiring, studs, terminal blocks, plug connectors, CRTs or other diagnostic devices, keyboards and printers.
 - d. Cabinets, isolation transformers, chokes, diagnostic tools, status indicators, solid state and hard wire circuitry.

5. Car and counterweight safety systems.
 - a. Overspeed governors and electromechanical safety devices, wire ropes and tensioning devices with related hitch and connection apparatus complete.
 - b. Car and counterweight safety devices, drums, rods, linkages, clamps and hardware.

6. Hoistway and pit equipment.
 - a. Guide rails, fishplates, brackets, inserts and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
 - b. Wire ropes, chains and cables used for suspension, compensation, safety and selector encoding with related hitch and connection hardware complete.
 - c. Corridor entrance top track and hanger rollers, toe guards, fascias, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
 - d. Overhead machine room, secondary and 2:1 wire rope sheaves, shafts, bearings, bushing, seals, mounting supports, lubrication devices, guards and hardware complete.
 - e. Electrical wiring and conduit, electrical traveling cables, electrical limits, slow-downs, activating cams, switches, vanes, inductors, tapes, readers, leveling and encoding systems complete with all related hardware and wiring.
 - f. Compensation sheaves, shafts, frames, guides, switches, rollers, cams, guards, "S" hooks, guidance systems and all related hardware.
 - g. Counterweight assemblies, guides, rollers, stands, strike plates, safeties and hitch devices.
 - h. Car and counterweight buffers, stands, strikes, blocking, platforms, extension devices, mounting hardware and appurtenances.
 - i. Pit safety switches, cable tensioning devices, access ladders, light switches, lighting assemblies, bulbs and guards.

7. Operating and signal fixtures with electrical wiring.
 - a. Car operating panels, push buttons, stop switches, audible signals, keyed or other control switches, visual signals, jewels and indicators with electrical wiring.
 - b. Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.
 - c. Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring and traveling cables complete.
 - d. Emergency lighting systems, emergency communication devices, and signal systems complete.
 - e. Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, location indicators, security controls and monitors.

8. Hydraulic systems' components, including but not limited to, tanks, valves, pump, cylinder head, above ground piping, hoses, fittings, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices overflow devices, rescuator or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, heaters and shut-off valves.
9. The following items of equipment are excluded: Main line power switches and fuses, car enclosure, car doors, hoistway enclosures, hoistway doors and door frames, escalator truss assembly, escalator floor plates, escalator ballustrades, buried hydraulic piping, cylinder and conventional below grade plunger assemblies.

2.07 PRORATIONS/EXCLUSIONS

- A. The Contractor may elect to prorate or exclude specific components as a result of their own equipment inspection in accordance with the following:
 1. The present replacement and/or repair cost of each itemized component or system specified at the time of bidding is proposed as a pre-maintenance option.
 2. Detailed formula for pro-rata clause based on the present replacement price, labor and material escalation in accordance with this document and percentage of time this Agreement is in force prior to replacement.
 3. Proration and/or exclusion provisions shall be specifically detailed for the applicable vertical transportation units with the understanding that such limitations do not reduce or eliminate the Contractor's liability on other systems covered under the terms of this Agreement, and repair or replacement of such items prior to or during the term of this Agreement will automatically delete reduced coverage for all future work required after the first repair or replacement.
- B. Prorations, exclusions or other component coverage modifications shall be approved by the Purchaser prior to the execution and/or Contract renewal or such changes shall be null and void without conflict or alteration of other contractual conditions including price and maintenance contingencies.

2.08 SCHEDULED SERVICE PROCEDURES

- A. Maintenance requirements, in addition to scheduled and emergency repairs, renewals and testing, shall include but are not limited to:
 1. Examination of wire ropes to maintain proper tensioning and legal bottom clearances on a monthly basis for shortening and adjusting ropes as required and performance of all reshackling procedures per ASME A17.1 standards and local laws in conjunction with maintenance of related slack cable devices, machine limits or other safety equipment.
 2. Examination, repair and replacement of all electrical wiring, traveling cables, conduits, connections and related apparatus extending from the main line power supply switch in the machine or other power supplies in hoistways.
 3. Maintenance of pit, hoistway and machine room lighting to include relamping, wiring and switch controls.
 4. Mandated inspections and relative labor requirements for third party examinations and/or test procedures as approved by the purchaser.

PART 3 - EXECUTION AND SUPPLEMENTAL REQUIREMENTS

3.01 PERFORMANCE TIMES, LEVELING AND CONTRACT SPEED (ELEVATORS)

- A. The control system shall be maintained to provide smooth acceleration and retardation. Contractor must maintain elevators in accordance with the original equipment manufacturer (O.E.M.) design performance specifications (including floor-to-floor times, door timing, rated speed, group supervisory system, etc.). The door close pressure must never exceed 30 pounds. The following performance schedule shall be adhered to:
1. Contract Speed: The contract speed shall be provided for up direction travel with full- capacity load in the elevator car. The speed in either direction under any loading condition shall not vary more than 5% of the contract speed.
 2. In accordance with the ASME A17.1 Code, the elevators shall be maintained and adjusted to safely lower, stop and hold the car with a load of 125% of the rated capacity.
 3. Leveling Accuracy: The elevator shall be adjusted to provide accurate leveling within 1/4" ± of the floor level without re-leveling regardless of load.
 4. Door Operating Times in accordance to OEM or NEII standards, whichever is more stringent.
 5. Floor to Floor Time (Flight Time) in accordance to OEM or NEII standards, whichever is more stringent.

3.02 PARTS INVENTORY AND WIRING DIAGRAMS

- A. The Contractor shall maintain an inventory of spare parts at the site of the work for scheduled preventive maintenance procedures and common emergency call-back service repairs. Such parts shall include but are not limited to contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, car guides and an assortment of hardware.
- B. The Contractor shall maintain and continually update wiring diagrams and control schematics to ensure "as installed" documents remain on site and the property of the Purchaser per the maintenance agreement.

3.03 MATERIALS AND WORKMANSHIP

- A. All materials and parts are to be new and of the best quality of the kind specified. Installation of such materials shall be accomplished in a neat workmanlike manner. In case the Contractor should receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or workmanship, the Contractor shall, within twenty-four (24) hours proceed to remove such work or materials and make good all other work or materials damaged thereby. If the Owner permits said work or materials to remain, the Owner shall be allowed the difference in value or shall, at its election, have the right to have said work or materials repaired or replaced as well as the damage caused thereby, at the expense of the Contractor, at any time during the Contract term; and neither payments made to the Contractor, nor any other acts of the Owner shall be construed as evidence of acceptance and waiver.

3.04 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising out of this contract. The Contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Such protection shall include any necessary guards or other barricades for employee protections during and after the maintenance procedure.

3.05 REPRESENTATION

- A. Contractor represents that it will (i) perform elevator maintenance services under this Agreement in accordance with acceptable industry professional and ethical standards, (ii) not proceed with performance of various aspects of the Services, unless pre-authorized ("Pre-approved Services") by the Purchaser's or Purchaser's Designee at the property, (iii) conduct any handling of Purchaser's Confidential Information in accordance with acceptable industry professional and ethical standards, (iv) not represent to any third party that it has authority to sign, endorse or represent a contractual relationship with or in Purchaser's name, or enter into any agreement on behalf of Purchaser in connection herewith (unless expressly pre-authorized in writing by Purchaser), (v) safeguard the physical security of Purchaser's Confidential Information if it has access to or possession of such information, (vi) ensure that only "Authorized Representatives" of this Agreement, will have access to any of Purchaser's Confidential Information while rendering the Services, and that it will not be copied, or disseminated to anyone other than the Authorized Representative, and (vii) ensure that all of its employees, representatives, agents or assigns will not solicit any of Purchaser's employees for any purpose. The Parties agree that any alteration to any of the Addenda or Exhibits hereto shall be null and void, unless made in writing by mutual consent of the Parties. The obligations of Contractor set forth herein shall remain in full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the Confidential Information is returned to whomever disclosed such information, after the date of termination or expiration of this Agreement.

RIDER "A"

RELIABILITY GUARANTY

Contractor shall correct any system malfunction that requires the removal of a unit from normal operating service within forty-eight (48) hours of the initial failure.

If the unit is not returned to service within the specified time allotment, the Contractor shall reduce the subsequent monthly maintenance charge for the unit by amount equal to five percent (5%) of the total monthly unit price for each twenty-four (24) hour period the unit is out of service from the date of system malfunction.

1. However, Contractor shall not be penalized for pre-approved and scheduled maintenance repairs, tests or other conditions necessitating unscheduled major work procedures, resulting from a cause excluded by any other provision of this Agreement, or repairs to items not covered under this Agreement.

EXHIBIT "A"

DESCRIPTION OF EQUIPMENT

| | | |
|-----|--------------------------------|---|
| #1 | Passenger Elevators - | OLD ANNEX BUILDING 2 Broad St, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Automatic Passenger (No. 3) |
| 3. | Capacity (lbs.) - | 1800 |
| 4. | Speed (fpm) - | 150 |
| 5. | Number of Landings - | Five @ B, G, 1, 2 and 3 |
| 6. | Number of Openings - | Five (5) |
| 7. | Front - | All |
| 8. | Rear - | None |
| 9. | Operation - | Simplex Selective Collective |
| 10. | Control - | Microprocessor by O Thompson Tricon |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Two speed slide opening |
| 17. | Machine type - | Geared traction with disk brake by Hollister Whitney |
| 18. | Machine Location - | At Roof Level |

DESCRIPTION OF EQUIPMENT

| | | |
|-----|--------------------------------|--|
| #2 | Passenger Elevator - | OLD JAIL 2 Broad St, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Automatic Passenger (No. 1) |
| 3. | Capacity (lbs.) - | 2,000 |
| 4. | Speed (fpm) - | 150 |
| 5. | Number of Landings - | Nine (9) @ G, 1, 2, 3, 4, 5, 6, 7 and 8 |
| 6. | Number of Openings - | Nine (9) |
| 7. | Front - | Nine (9) @ G, 1, 2, 3, 4, 5, 6, 7 and 8 |
| 8. | Rear - | None |
| 9. | Operation - | Simplex Selective Collective |
| 10. | Control - | Relay logic by IPC |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Two speed slide opening |
| 17. | Machine type - | Geared traction by Hollister Whitney |
| 18. | Machine Location - | At Roof Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|--|
| #2A | Passenger Elevator - | OLD JAIL 2 Broad St, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Automatic Passenger (No. 2) |
| 3. | Capacity (lbs.) - | 2,000 |
| 4. | Speed (fpm) - | 150 |
| 5. | Number of Landings - | Eight @ B, G, 1, 2, 3, 4, 5, and 6 |
| 6. | Number of Openings - | Eight (8) |
| 7. | Front - | Seven (7) @ G, 1, 2, 3, 4, 5, and 6 |
| 8. | Side - | One (1) @ B |
| 9. | Operation - | Simplex Selective Collective |
| 10. | Control - | Microprocessor by O Thompson Tricon |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Two speed slide opening |
| 17. | Machine type - | Geared traction with disk brake by Hollister Whitney |
| 18. | Machine Location - | At Roof Level |

DESCRIPTION OF EQUIPMENT

| | | |
|-----|--------------------------------|---|
| #3 | Passenger Elevator - | PARKING GARAGE 7 Elizabethtown Plaza, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Automatic Passenger |
| 3. | Capacity (lbs.) - | 2,500 |
| 4. | Speed (fpm) - | 200 |
| 5. | Number of Landings - | Seven @ B, 1, 2, 3, 4, 5, and 6 |
| 6. | Number of Openings - | Seven (7) |
| 7. | Front - | Seven (7) @ B, 1, 2, 3, 4, 5, and 6 |
| 8. | Rear - | None |
| 9. | Operation - | Simplex Selective Collective |
| 10. | Control - | Virginia |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed center opening |
| 17. | Machine type - | Geared traction – under-slung by Westinghouse |
| 18. | Machine Location - | At "B" Level |

DESCRIPTION OF EQUIPMENT

| | | |
|-----|--------------------------------|---|
| #4 | Passenger Elevator - | DETENTION CENTER 7 Elizabethtown Plaza, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Automatic Passenger |
| 3. | Capacity (lbs.) - | 2,500 |
| 4. | Speed (fpm) - | 200 |
| 5. | Number of Landings - | Three @ 1, 4 & 7 |
| 6. | Number of Openings - | Three @ 1, 4 & 7 |
| 7. | Front - | Three @ 1, 4 & 7 |
| 8. | Rear - | None |
| 9. | Operation - | Simplex Selective Collective |
| 10. | Control - | Virginia |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed slide opening |
| 17. | Machine type - | Geared traction – under-slung by Westinghouse |
| 18. | Machine Location - | At "B" Level |

DESCRIPTION OF EQUIPMENT

| | | |
|-----------|--------------------------------|--|
| #5 | Passenger Elevators - | RUOTOLO JUSTICE CENTER 32 Rahway Ave, Elizabeth, NJ |
| 1. | Quantity - | Two (2) |
| 2. | Type - | Passenger/Hydraulic by Dover |
| 3. | Capacity (lbs.) - | 2500 |
| 4. | Speed (fpm) - | 150 |
| 5. | Number of Landings - | Four (4) @ G, 2, 3 and 4 |
| 6. | Number of Openings - | Four (4) |
| 7. | Front - | All |
| 8. | Rear - | None |
| 9. | Operation - | Duplex Selective Collective |
| 10. | Control - | Relay Logic and Solid State by ESI |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed slide opening |
| 17. | Machine type - | Dover - Direct in-round hydraulic |
| 18. | Machine Location - | At "G" Level |

DESCRIPTION OF EQUIPMENT

| | | |
|-----|--------------------------------|---|
| #6 | Passenger Elevator - | OLD COURTHOUSE - ROTUNDA 2 Broad St, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Automatic Passenger - No. 1 |
| 3. | Capacity (lbs.) - | 1,500 |
| 4. | Speed (fpm) - | 200 |
| 5. | Number of Landings - | Five (5) @ G, 1, 2, 3 and 4 |
| 6. | Number of Openings - | Five (5) |
| 7. | Front - | Five (5) @ G, 1, 2, 3 and 4 |
| 8. | Rear - | None |
| 9. | Operation - | Simplex Collective |
| 10. | Control - | Virginia |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed center opening |
| 17. | Machine type - | Geared traction by Canton Elevator |
| 18. | Machine Location - | At "G" Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|---|
| #6A | Passenger Elevator - | OLD COURTHOUSE - ROTUNDA 2 Broad St, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Automatic Passenger – No. 2 |
| 3. | Capacity (lbs.) - | 2,100 |
| 4. | Speed (fpm) - | 150 |
| 5. | Number of Landings - | Five (5) @ G, 1, 2, 3 and 4 |
| 6. | Number of Openings - | Five (5) |
| 7. | Front - | Five (5) @ G, 1, 2, 3 and 4 |
| 8. | Rear - | None |
| 9. | Operation - | Simplex Collective |
| 10. | Control - | Schindler 3300 |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 0" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Left- Hand Opening |
| 17. | Machine type - | Schindler 3300 Traction |
| 18. | Machine Location - | Fourth Floor Door Jamb, Motor Controller in Hoistway |

DESCRIPTION OF EQUIPMENT

| | | |
|-----------|--------------------------------|--|
| #7 | Passenger Elevator - | COURTHOUSE – HIGH TOWER 2 Broad St, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Automatic Passenger - No. 7 |
| 3. | Capacity (lbs.) - | 2,500 |
| 4. | Speed (fpm) - | 200 |
| 5. | Number of Landings - | Three (3) @ 14, 15 and 16 |
| 6. | Number of Openings - | Three (3) |
| 7. | Front - | Three (3) @ 14, 15 and 16 |
| 8. | Rear - | None |
| 9. | Operation - | Simplex Collective |
| 10. | Control - | Virginia |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed center opening |
| 17. | Machine type - | Geared traction by Otis Elevator |
| 18. | Machine Location - | At Roof @ Level |

DESCRIPTION OF EQUIPMENT

| | | |
|-----|--------------------------------|--|
| #8 | Passenger Elevators - | COURTHOUSE TOWER 2 Broad St, Elizabeth, NJ |
| 1. | Quantity - | Three (3) |
| 2. | Type - | Automatic Passenger - No. 4, 5 & 6 |
| 3. | Capacity (lbs.) - | No. 4 & 5 – 3,000 No. 6 - 2,000 |
| 4. | Speed (fpm) - | 500 |
| 5. | Number of Landings - | Fourteen (14) @ B, 1 – 12, 14 |
| 6. | Number of Openings - | Fourteen (14) |
| 7. | Front - | Fourteen (14) @ B, 1 – 12, 14 |
| 8. | Rear - | None |
| 9. | Operation - | Triplex Selective Collective |
| 10. | Control - | Relay logic by Otis Elevator |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Oil |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed center opening |
| 17. | Machine type - | No. 4 & 5 – Gearless traction by Otis Elevator No. 6 – Gearless traction by General Electric (GE) |
| 18. | Machine Location - | At 16 Level |

***** Please note, regarding Item # 8, all three of these elevators are currently undergoing modernization, and will not be included in any current preventative maintenance schedules until at least September 2021, as each is warrantied for twelve months after installation.**

DESCRIPTION OF EQUIPMENT

| | | |
|-----------|--------------------------------|---|
| #9 | Passenger Elevators - | NEW JAIL – VISITORS SIDE 15 Elizabethtown Plaza, Elizabeth, NJ |
| 1. | Quantity - | Two (2) |
| 2. | Type - | Passenger - No. 1 & 2 |
| 3. | Capacity (lbs.) - | 2,500 |
| 4. | Speed (fpm) - | 350 |
| 5. | Number of Landings - | Eight (8) @ B, 1, 2, 3, 5, 7, 9 and 11 |
| 6. | Number of Openings - | Eight (8) |
| 7. | Front - | Eight (8) @ B, 1, 2, 3, 5, 7, 9 and 11 |
| 8. | Rear - | None |
| 9. | Operation - | Send/call from command station |
| 10. | Control - | Relay logic by Serge Elevator |
| 11. | Number of push button risers - | None – Send/call from Command Center |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Oil |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed slide opening |
| 17. | Machine type - | Geared traction by ASTOR |
| 18. | Machine Location - | At Roof Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|--|
| #10 | Passenger Elevators - | NEW JAIL – INMATES SIDE 15 Elizabethtown Plaza, Elizabeth, NJ |
| 1. | Quantity - | Three (3) |
| 2. | Type - | Passenger/Service - No. 3, 4, & 5 |
| 3. | Capacity (lbs.) - | No. 3 & 4 - 3,500 No. 5 – 4,000 |
| 4. | Speed (fpm) - | 350 |
| 5. | Number of Landings - | No. 3 & 4 – Nine (9) @ B, 1, 2, 3, 4, 6, 8, 10, and 12 No. 5 - Ten (10) @ B, 1, 2, 3, 4, 6, 8, 10, 12, and 13 |
| 6. | Number of Openings - | Nine (9) |
| 7. | Front - | Nine (9) @ B, 1, 2, 3, 4, 6, 8, 10, and 12 No. 5 - Ten (10) @ B, 1, 2, 3, 4, 6, 8, 10, 12, and 13 |
| 8. | Rear - | None |
| 9. | Operation - | Send/call from Command Center |
| 10. | Control - | Microprocessor vv-MG by O Thompson Ultra 2000 |
| 11. | Number of push button risers - | None – Send/call from Command Center |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Oil |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed slide opening |
| 17. | Machine type - | Geared traction by ASTOR |
| 18. | Machine Location - | At Roof Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|--|
| #11 | Freight Elevator - | NEW JAIL - LOADING DOCK 15 Elizabethtown Plaza, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Freight/Hydraulic by EECO |
| 3. | Capacity (lbs.) - | 2500 |
| 4. | Speed (fpm) - | 75 |
| 5. | Number of Landings - | Two (2) @ B & LD |
| 6. | Number of Openings - | Two (2) |
| 7. | Front - | Two (2) @ B & LD |
| 8. | Rear - | None |
| 9. | Operation - | Manual simplex |
| 10. | Control - | Relay Logic |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees |
| 13. | Buffers - | Spring |
| 14. | Car door size - | Same as hoistway |
| 15. | Hoistway door size - | 5' 0" wide x 7' 0" high |
| 16. | Door operation - | Manual vertical bi-parting |
| 17. | Machine type - | EECO – Direct in-round hydraulic |
| 18. | Machine Location - | At “B” Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|---|
| #12 | Passenger Elevator - | BOARD OF ELECTIONS & TAXATION 271 N. Broad St, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Passenger/Hydraulic |
| 3. | Capacity (lbs.) - | 2,500 |
| 4. | Speed (fpm) - | 120 |
| 5. | Number of Landings - | Three (3) @ B, 1 and 2 |
| 6. | Number of Openings - | Three (3) |
| 7. | Front - | Three (3) @ B, 1 and 2 |
| 8. | Rear - | None |
| 9. | Operation - | Selective/Collective |
| 10. | Control - | Microprocessor by MCE |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed slide opening |
| 17. | Machine type - | CEMCO direct acting hydraulic |
| 18. | Machine Location - | At "B" Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|--|
| #13 | Passenger Elevator - | POLICE ACADEMY 1776 Raritan Rd, Scotch Plains, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Passenger/Hydraulic |
| 3. | Capacity (lbs.) - | 2,500 |
| 4. | Speed (fpm) - | 100 |
| 5. | Number of Landings - | Two (2) @ 1 and 2 |
| 6. | Number of Openings - | Two (2) |
| 7. | Front - | Two (2) @ 1 and 2 |
| 8. | Rear - | None |
| 9. | Operation - | Collective |
| 10. | Control - | Microprocessor by Otis |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed slide opening |
| 17. | Machine type - | Otis direct acting hydraulic |
| 18. | Machine Location - | At First Floor |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|--|
| #14 | Passenger Elevators - | ADMINISTRATION BUILDING 10 Elizabethtown Plaza, Elizabeth, NJ |
| 1. | Quantity - | Two (2) |
| 2. | Type - | Automatic Passenger – No. 1 & 2 |
| 3. | Capacity (lbs.) - | 2,500 |
| 4. | Speed (fpm) - | 200 |
| 5. | Number of Landings - | Seven @ G, 1,2,3,4,5 and 6 |
| 6. | Number of Openings - | Seven (7) |
| 7. | Front - | All |
| 8. | Rear - | None |
| 9. | Operation - | Duplex Selective Collective |
| 10. | Control - | Motion Control Engineering VFMC-1000 PTC |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Oil |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed center opening |
| 17. | Machine type – | Geared traction with disk brake by Hollister Whitney |
| 18. | Machine Location - | At Roof Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------------------------------|-----------------------------|---|
| #15 | Passenger Elevator - | NEW ANNEX BUILDING 9 Elizabethtown Plaza, Elizabeth, NJ |
| 1. Quantity - | | Three (3) |
| 2. Type - | | Automatic Passenger – No. 1, 2 & 3 |
| 3. Capacity (lbs.) - | | No. 1 - 2,000 No. 2 & 3 – 3,500 |
| 4. Speed (fpm) - | | No. 1 – 250 No. 2 & 3 - 300 |
| 5. Number of Landings - | | No. 1 – Five @ 1, 2, 3, 4 and 5 No. 2 & 3 – Six @ B, 1, 2, 3, 4 and 5 |
| 6. Number of Openings - | | No. 1 – Five (5) No. 2 & 3 – Six (6) |
| 7. Front - | | All |
| 8. Rear - | | None |
| 9. Operation - | | No. 1 – Simplex Selective Collective No. 2 & 3 – Duplex Selective Collective |
| 10. Control - | | Montgomery Microprocessor Miprom II |
| 11. Number of push button risers - | | One (1) |
| 12. Guide rails - | | Steel tees at sides |
| 13. Buffers - | | Oil |
| 14. Car door size - | | 3' 6" wide x 7' 0" high |
| 15. Hoistway door size - | | Same as car |
| 16. Door operation - | | Single speed center opening |
| 17. Machine type – | | Geared traction with disk brake by Hollister Whitney |
| 18. Machine Location - | | At Roof Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|---|
| #16 | Passenger Elevator - | ENGINEERING BUILDING 2325 South Ave, Scotch Plains, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | General Purpose/Passenger |
| 3. | Capacity (lbs.) - | 2,500 |
| 4. | Speed (fpm) - | 100 |
| 5. | Number of Landings - | Four (4) @ B, L, 1 and 2 |
| 6. | Number of Openings - | Four (4) |
| 7. | Front - | Two (2) |
| 8. | Rear - | Two (2) |
| 9. | Operation - | Simplex Selective Collective |
| 10. | Control - | Microprocessor 330A |
| 11. | Number of push button risers - | Two (2) |
| 12. | Guide rails - | Steel tees and brackets at sides |
| 13. | Buffers - | Spring/2.5" stroke |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed slide door |
| 17. | Machine type - | Hydraulic Holeless |
| 18. | Machine Location - | At "B" Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|--|
| #17 | Passenger Elevator - | TRAILSIDE NATURE & SCIENCE CENTER 452 New Providence Rd, Mountainside, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | General Purpose/Passenger |
| 3. | Capacity (lbs.) - | 3,000 |
| 4. | Speed (fpm) - | 125 |
| 5. | Number of Landings - | Three (3) @ 1, 2 and 3 |
| 6. | Number of Openings - | Three (3) |
| 7. | Front - | All |
| 8. | Rear - | None |
| 9. | Operation - | Simplex Selective Collective |
| 10. | Control - | Microprocessor |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees and brackets at sides |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed slide door |
| 17. | Machine type - | Hydraulic Borehole |
| 18. | Machine Location - | At First Floor |

DESCRIPTION OF EQUIPMENT

| | | |
|------------------------------------|------------------------------|---|
| #18 | Passenger Elevators - | FROEHLICH PUBLIC SAFETY BUILDING 300 North Ave East, Westfield, NJ |
| 1. Quantity - | | Two (2) |
| 2. Type - | | No. 1 - Passenger No. 2 - Service |
| 3. Capacity (lbs.) - | | No. 1 – 2,500 No. 2 – 4,500 |
| 4. Speed (fpm) - | | No. 1 & 2 - 125 |
| 5. Number of Landings - | | No. 1 & 2 – Three (3) @ 1, 2 and 3 |
| 6. Number of Openings - | | No. 1 – Three (3) No. 2- Four (4) |
| 7. Front - | | No. 1 – All No. 2 – Three (3) |
| 8. Rear - | | No. 1 – None No. 2 – One (1) – First Floor Only |
| 9. Operation - | | No. 1 & 2 – Simplex Selective Collective |
| 10. Control - | | No. 1 & 2 - Microprocessor VCS 1 |
| 11. Number of push button risers - | | No. 1 & 2 - One (1) |
| 12. Guide rails - | | No. 1 & 2 - Steel tees and brackets at sides |
| 13. Buffers - | | No. 1 & 2 - Spring/ 4” stroke |
| 14. Car door size - | | No. 1 - 3' 6" wide x 7' 0" high No. 2 – 4'0” wide x 7'0” high |
| 15. Hoistway door size - | | No. 1 & 2 - Same as car |
| 16. Door operation - | | No. 1 - Single speed slide door No. 2 – Two speed slide slide door |
| 17. Machine type – | | No. 1 & 2 – Hydraulic Borehole |
| 18. Machine Location - | | No. 1 & 2 – At First Floor |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|---|
| #19 | Passenger Elevator - | UNION COUNTY PERFORMING ARTS CENTER 1601 Irving St, Rahway, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | General Purpose/Passenger |
| 3. | Capacity (lbs.) - | 2,500 |
| 4. | Speed (fpm) - | 125 |
| 5. | Number of Landings - | Two (2) @ 1 and 2 |
| 6. | Number of Openings - | Two (2) |
| 7. | Front - | All |
| 8. | Rear - | None |
| 9. | Operation - | Simplex Selective Collective |
| 10. | Control - | Microprocessor |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees and brackets at sides |
| 13. | Buffers - | Spring |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed slide door |
| 17. | Machine type - | Hydraulic In Ground |
| 18. | Machine Location - | At First Floor |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|--|
| #20 | Passenger Elevator - | COLLEEN FRASER BUILDING 300 North Ave East, Westfield, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | General Purpose/Passenger |
| 3. | Capacity (lbs.) - | 3,500 |
| 4. | Speed (fpm) - | 81 - Up 125 - Down |
| 5. | Number of Landings - | Three (3) @ 1, 2 and 3 |
| 6. | Number of Openings - | Three (3) |
| 7. | Front - | One (1) |
| 8. | Rear - | None |
| 9. | Operation - | Simplex Selective Collective |
| 10. | Control - | Virginia |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees and brackets at sides |
| 13. | Buffers - | Spring / 2.5" stroke |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed slide door |
| 17. | Machine type - | Hydraulic In Ground |
| 18. | Machine Location - | At First Floor |

DESCRIPTION OF EQUIPMENT

| | | |
|------------------------------------|-----------------------------|--|
| #21 | Passenger Elevator - | CHILD ADVOCACY CENTER 240 W. Jersey St, Elizabeth, NJ |
| 1. Quantity - | | One (1) |
| 2. Type - | | General Purpose/Passenger |
| 3. Capacity (lbs.) - | | 2,500 |
| 4. Speed (fpm) - | | 81 - Up 125 - Down |
| 5. Number of Landings - | | Four (4) @ B, 1, 2 and 3 |
| 6. Number of Openings - | | Four (4) |
| 7. Front - | | One (1) |
| 8. Rear - | | None |
| 9. Operation - | | Simplex Selective Collective |
| 10. Control - | | Virginia |
| 11. Number of push button risers - | | One (1) |
| 12. Guide rails - | | Steel tees and brackets at sides |
| 13. Buffers - | | Spring / 2.5" stroke |
| 14. Car door size - | | 4' 0" wide x 7' 0" high |
| 15. Hoistway door size - | | Same as car |
| 16. Door operation - | | Single speed slide door |
| 17. Machine type - | | Hydraulic In Ground |
| 18. Machine Location - | | At "B" Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|--|
| #22 | Passenger Elevators - | GALLOPING HILL GOLF COURSE CLUBHOUSE 3 Golf Drive, Kenilworth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | General Purpose/Passenger – No. 1 & 2 |
| 3. | Capacity (lbs.) - | 3,500 |
| 4. | Speed (fpm) - | 100 |
| 5. | Number of Landings - | No. 1 - Three (3) @ B, 1 & 2 No. 2 – Two (2) @ 1 & 2 |
| 6. | Number of Openings - | No. 1 - Three (3) No. 2 – Two (2) |
| 7. | Front - | One (1) |
| 8. | Rear - | No. 1 – One (1) @ “B” Level No. 2 – None |
| 9. | Operation - | Simplex Selective Collective |
| 10. | Control - | Virginia |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees and brackets at sides |
| 13. | Buffers - | Spring / 2.5” stroke |
| 14. | Car door size - | 4’ 0" wide x 7’ 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed slide door |
| 17. | Machine type – | Hydraulic In Ground |
| 18. | Machine Location - | At “B” Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|--|
| #23 | Freight Elevator - | GALLOPING HILL GOLF COURSE CLUBHOUSE 3 Golf Drive, Kenilworth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Freight – No. 3 |
| 3. | Capacity (lbs.) - | 4,500 |
| 4. | Speed (fpm) - | 100 |
| 5. | Number of Landings - | Three (3) @ B, 1 & 2 |
| 6. | Number of Openings - | Three (3) |
| 7. | Front - | One (1) |
| 8. | Rear - | None |
| 9. | Operation - | Simplex Selective Collective |
| 10. | Control - | Virginia |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees and brackets at sides |
| 13. | Buffers - | Spring / 2.5" stroke |
| 14. | Car door size - | 4' 0" wide x 7' 0" high |
| 15. | Hoistway door size - | Same as car |
| 16. | Door operation - | Single speed slide door |
| 17. | Machine type – | Hydraulic In Ground |
| 18. | Machine Location - | At “B” Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|---|
| #24 | Passenger Elevators - | UC COURTHOUSE – CHERRY STREET ANNEX 2 Cherry St, Elizabeth, NJ |
| 1. | Quantity - | Two (2) |
| 2. | Type - | Passenger – No. 1 & 3 |
| 3. | Capacity (lbs.) - | 3,000 |
| 4. | Speed (fpm) - | 350 |
| 5. | Number of Landings - | Four (4) @ 1, 2, 3 & 4 |
| 6. | Number of Openings - | Four (4) |
| 7. | Front - | One (1) |
| 8. | Rear - | None |
| 9. | Operation - | Triplex Selective Collective |
| 10. | Control - | Otis Elevator |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Oil / 8.62" stroke |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | 3' 6" wide x 7' 0" high |
| 16. | Door operation - | Single speed center opening |
| 17. | Machine type – | Traction – (Otis Gen 2 - Machine Room Less Traction) |
| 18. | Machine Location - | At Top Landing / Top of Hoistway |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|---|
| #25 | Passenger Elevators - | UC COURTHOUSE – CHERRY STREET ANNEX 2 Cherry St, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Passenger – No. 2 |
| 3. | Capacity (lbs.) - | 4,000 |
| 4. | Speed (fpm) - | 350 |
| 5. | Number of Landings - | Four (4) @ 1, 2, 3 & 4 |
| 6. | Number of Openings - | Four (4) |
| 7. | Front - | One (1) |
| 8. | Rear - | None |
| 9. | Operation - | Triplex Selective Collective |
| 10. | Control - | Otis Elevator |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Oil / 8.62” stroke |
| 14. | Car door size - | 4’ 0” wide x 7’ 0” high |
| 15. | Hoistway door size - | 4’ 0” wide x 7’ 0” high |
| 16. | Door operation - | Single speed side opening |
| 17. | Machine type – | Traction – (Otis Gen 2 - Machine Room Less Traction) |
| 18. | Machine Location - | At Top Landing / Top of Hoistway |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|---|
| #26 | Freight Elevator - | UC COURTHOUSE – CHERRY STREET ANNEX 2 Cherry St, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Freight – No. 4 |
| 3. | Capacity (lbs.) - | 5,000 |
| 4. | Speed (fpm) - | 200 |
| 5. | Number of Landings - | Four (4) @ 1, 2, 3 & 4 |
| 6. | Number of Openings - | Four (4) |
| 7. | Front - | One (1) |
| 8. | Rear - | None |
| 9. | Operation - | Simlex |
| 10. | Control - | Otis |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Poly / 2.83” stroke (2) |
| 14. | Car door size - | 4’ 6" wide x 7’ 0" high |
| 15. | Hoistway door size - | 4’ 6" wide x 7’ 0" high |
| 16. | Door operation - | Two Speed Side Opening |
| 17. | Machine type – | Traction – (Otis Gen 2 - Machine Room Less Traction) |
| 18. | Machine Location - | At Top Landing / Top of Hoistway |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|---|
| #27 | Passenger Elevators - | UC COURTHOUSE – CHERRY STREET ANNEX 2 Cherry St, Elizabeth, NJ |
| 1. | Quantity - | Two (2) |
| 2. | Type - | Passenger – No. 5 & 6 |
| 3. | Capacity (lbs.) - | 3,500 |
| 4. | Speed (fpm) - | 200 |
| 5. | Number of Landings - | Four (4) @ 1, 2, 3 & 4 |
| 6. | Number of Openings - | Four (4) |
| 7. | Front - | One (1) |
| 8. | Rear - | None |
| 9. | Operation - | Duplex Selective Collective |
| 10. | Control - | Otis |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Poly / 2.83" stroke (2) |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | 3' 6" wide x 7' 0" high |
| 16. | Door operation - | Single Speed Center Opening |
| 17. | Machine type – | Traction – (Otis Gen 2 - Machine Room Less Traction) |
| 18. | Machine Location - | At Top Landing – Top of Hoistway |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|--|
| #28 | Passenger Elevator - | UC COURTHOUSE – CHERRY STREET ANNEX 10 Cherry St, Elizabeth, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | Passenger – No. 7 |
| 3. | Capacity (lbs.) - | 3,500 |
| 4. | Speed (fpm) - | 125 |
| 5. | Number of Landings - | Two (2) @ 1 & 2 |
| 6. | Number of Openings - | Two (2) |
| 7. | Front - | One (1) |
| 8. | Rear - | None |
| 9. | Operation - | Simplex |
| 10. | Control - | Otis |
| 11. | Number of push button risers - | One (1) |
| 12. | Guide rails - | Steel tees at sides |
| 13. | Buffers - | Poly / 2 13/16" stroke (2) |
| 14. | Car door size - | 3' 6" wide x 7' 0" high |
| 15. | Hoistway door size - | 3' 6" wide x 7' 0" high |
| 16. | Door operation - | Single Speed Center Opening |
| 17. | Machine type – | Hydraulic Holeless |
| 18. | Machine Location - | At Ground Level |

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--------------------------------|---|
| #29 | Wheelchair Lift - | UC COURTHOUSE – CHERRY STREET ANNEX 2 Cherry St, Elizabeth, NJ |
| 1. | Quantity - | Three (3) |
| 2. | Type - | Savaria Delta Straight Inclined Platform Lift |
| 3. | Capacity (lbs.) - | 550 |
| 4. | Speed (fpm) - | 15-20 |
| 5. | Number of Landings - | Two (2), top and bottom of stairs |
| 6. | Number of Openings - | One |
| 7. | Front - | One (1) |
| 8. | Rear - | None |
| 9. | Operation - | 0.66hp (0.5kW) electric motor, Eaton Heavy Duty Safety Switch |
| 10. | Control - | Savaria Pendant controller with Emergency Stop |
| 11. | Number of push button risers - | Two (2), one at each landing |
| 12. | Guide rails - | Two steel rails, straight single flight, constant gradient |
| 13. | Machine type – | Savaria Delta, 24Volt DC battery, 120 V AC Charger |
| 14. | Machine Location - | At Bottom Landing of Bench stairs of Courtrooms 201, 301, & 401 |

***** Please note, Item # 29 shall be serviced only twice a year, reflected in the March and September invoices. Please ensure the pricing/ bid amount is reflected correctly on Bid Form Page 1 for only a bi-annual service of these units.**

DESCRIPTION OF EQUIPMENT

| | | |
|------------|--|--|
| #30 | Vertical Reciprocating Conveyor - | ASHBROOK GOLF COURSE CLUBHOUSE 1210 Raritan Road, Scotch Plains, NJ |
| 1. | Quantity - | One (1) |
| 2. | Type - | S2 Series Material Lift – Model S2-60-72x72-2-C23-K (by Custom Industrial Products) |
| 3. | Capacity (lbs.) - | 4,000 |
| 4. | Speed (fpm) - | 19-21 |
| 5. | Number of Landings - | Three (3) @ Lower Level, Grade Level, Main Level |
| 6. | Number of Openings - | Two (2) |
| 7. | Front - | One (1) |
| 8. | Rear - | One (1) |
| 9. | Number of push button risers - | Two (2) |
| 10. | Guide rails - | Independent Steel columns w/angled bracing back to structure |
| 11. | Buffers - | N/A |
| 12. | Car door size - | (2) 3' 0" wide x 7' 0" high |
| 13. | Hoistway door size - | N/A |
| 14. | Door operation - | Hinged Swinging |
| 15. | Machine type – | Electric Traction |
| 16. | Machine Location - | At Lower Level |

1. TERMS

The service contractor will provide a two-tiered service for scheduled maintenance and any non-covered repair service for the Elevators of Union County for a period of twenty-four (24) consecutive months. The award allows for one (1) optional twenty-four (24) month extension.

The State of New Jersey has decided that the Wage Determination for the field of service applicable to this bid falls under the title: **Elevator Modernization & Repair**.

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 contained additional aspects to it other than specified service of these specifications.

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.

Quotes for any non-covered repair service shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of workers and their hours, intended use of apprentices or helpers, materials list, wholesale cost (with evidence of same) and mark up, at applicable contract rates. Each call shall generate a separate invoice detailing the labor charge and the parts/materials as outlined above. All invoices are required to include the proper purchase order number, which can be obtained by contacting the appropriate department requesting services.

2. REQUEST FOR SERVICES

Due to the urgency of emergency service to the courthouses, jail, and detention center of the County, the Contractor will have the capability of responding to a request for a passenger entrapment within **one-half (1/2) hour** and an out-of-service unit within **one (1) hour**. The indicated response times applies to Regular Time, Overtime, Saturdays, Sundays and Holidays. Bidders with an office that is further than thirty (30) minutes traveling time from the County Courthouse Complex in Elizabeth will provide proof of distance by providing a print out from Google maps or MapQuest from vendors business address to: 2 Broad Street, Elizabeth NJ 07201. Emergency services will be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays. Request for services affecting the courthouses, jail, detention center, and the safety of the general public will be regarded as priorities and will be responded to accordingly. A 24 hour manned phone number will be indicated on the appropriate bid form page. Three documented failures to comply will be considered cause for termination of contract. Emergency service calls will be defined as safety hazards that cannot wait regular scheduling. Contractor will respond to regular service calls by scheduling work to occur during regular work hours and within 48 hours of receipt of County purchase order number. Service contractor shall sign a log book for each visit to a County of Union site, and will verify the site visit with a County representative. Requests for services at any County building or facility will only be made by the following persons or an authorized representative:

Director of the Division of Facilities Management: (908) 527-4240 or his designee.

3. PAYMENT FOR SERVICES

Payment for services of the specified ELEVATOR SYSTEMS shall be: Payment to Vendor is to be made within forty-five (45) days after the receipt of Vendor's invoice and a signed County voucher attesting to the delivery of the goods and services by some officer or duly designed 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 entity. Any requested repairs will be paid at the contracted hourly rates for the time on the job site only. **No travel time should be included.** Billing must be accompanied with an itemized list of any repair parts that have been specifically

ordered and used to complete the work with the supplier's invoice clearly marked that the prices reflect Contractor Wholesale Pricing, location of the site, and work that was performed. The vendor must include service reports with signed invoices.

The vendor will not provide any goods and/or services without a valid and current purchase order from the County unit

Payment for Emergency Call-back services within the parameters of the specified covered repairs shall be included in the fixed monthly lump sum price for services rendered twenty-four (24) hours per day, seven (7) days per week, without extra charge to the Purchaser / Owner. Payment of Emergency Call-back services which include non-covered repairs shall be invoiced separately pursuant to contract specifications.

4. SUPPLY & PAYMENT FOR NON-COVERED REPAIR PARTS

The service contractor shall advise the County of any parts required to perform the necessary installation or repair. The County shall furnish all parts required unless the Contractor is requested to furnish them. Where directed to furnish parts, the Contractor shall estimate the cost for the parts to be furnished and provide that estimate to the County.

The County estimates spending \$30,000 for non-covered parts (excluding mark-up) as part of the service work throughout the 24 month term of the contract. Parts Prices: All parts shall be invoiced at actual wholesale cost plus a percentage (%) mark-up. 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 each location, service vans, or at contractor's place of business, in order that emergency repairs can be made to the using agency's equipment at once with a minimum of shut-down time.

Note: If any parts are supplied from the stockpile of the contractor and no invoices can be provided, any quotes with said parts listed shall be marked appropriately and the fair market value of the parts shall be attested to by the County before purchase.

Further, it shall be up to the discretion of the County as to whether projects and/or equipment shall be purchased through the service vendor obtained through this public bid, or state contract, or by quotation or separate public bid.

5. WAGE DETERMINATION, SUBCONTRACTING, NON-COVERED REPAIRS

The service contractor shall also be responsible for repairs that are not covered under the service contract for each elevator. The determination as to whether a repair is covered under the service contract must be agreed upon by the service contractor and the Division of Facilities Management before any work can proceed.

The State of New Jersey has decided that the Wage Determination for the field of service applicable to this bid falls under the title: **Elevator Modernization and Repair**. If and when the Wage Determination hourly rate is increased by the State, these specifications hereby declare that the wage of 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.

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 contained additional aspects to it other than specified service of these specifications.

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, therefore, no subcontractors or subcontracting of work specified herein are permitted.

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 **Elevator Modernization and Repair** for Overtime.

6. INSTRUCTIONS FOR 1.C ON BID FORM PAGE

For the purpose of this Bid: assume repair parts and materials estimate of \$30,000.00. Calculate percentage of mark up charges on wholesale cost of repair parts by multiplying \$30,000.00 by your standard markup %, and adding that product to \$30,000 and then put that sum on the appropriate line of the bid form page.

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

7. OPEN ENDED CONTRACT

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID SHALL BE ZERO (0) HOURS AND THE MAXIMUM SHALL BE 300 HOURS FOR JOURNEYMAN AND 100 HOURS FOR HELPER AND THE MINIMUM FOR MATERIAL AND PARTS PROVISION SHALL BE ZERO (0) DOLLARS AND NOT EXCEED THE SUB TOTAL ON LINE 1C OF THE BID FORM PAGE.

8. ESTIMATE OF WORK HOURS (NON-COVERED REPAIRS)

THE COUNTY DOES NOT AND WILL NOT WARRANT OR GUARANTEE THE AMOUNT OF WORK HOURS TO BE SUPPLIED / REQUIRED IN ANY GIVEN DAY, WEEK, MONTH OR YEAR OR IN THE AGGREGATE PURSUANT TO ANY CONTRACTUAL AGREEMENT AWARDED UNDER THESE BID SPECIFICATIONS. NOTHING CONTAINED IN ANY OF THE BID DOCUMENTS SHALL BE CONSTRUED TO GUARANTEE OR WARRANT ANY AMOUNT OF WORK HOURS. THE WORK HOURS SET FORTH HEREIN CONSTITUTE EITHER HISTORIC INFORMATION OR ESTIMATES OF FUTURE NEEDS AND MAY NOT BE INDICITIVE OF THE ACTUAL WORK HOURS TO BE EXPERIENCED IN THE FUTURE.

NOTHING HEREIN SHALL ENTITLE THE SUCCESSFUL BIDDER TO ANY CLAIM TO AN HOURLY PRICE INCREASE FOR LOST PROFITS OR FOR ANY OTHER COMPENSATION WHATSOEVER IN THE EVENT THAT THE ACTUAL WORK HOURS SUPPLIED/ REQUIRED UNDER THIS AGREEMENT ARE MORE OR LESS THAN HISTORICAL WORK HOURS OR ANY PROJECTION OF FUTURE WORK HOURS THAT MAY BE CONTAINED HEREIN.

A PRE-BID MEETING WILL BE HELD ON THURSDAY, NOVEMBER 5, 2020 IN THE OFFICE OF THE DIVISION FACILITIES MANAGEMENT, 2 BROAD STREET, ELIZABETH, NEW JERSEY 07207 AT 10:00 AM., FOLLOWED BY A WALK-THROUGH OF EACH ELEVATOR UNIT. FOR FURTHER INFORMATION, PLEASE CONTACT ERIC SIGMUND AT (908) 527-4240.

BID FORM PAGE

(1 OF 4)

Having carefully read the notice to bidders, specifications and instructions to bidders the undersigned hereby agrees to provide **ELEVATOR MAINTENANCE & REPAIR SERVICE** for various County buildings for the Division of Facilities Management in accordance with the specifications.

EXHIBIT "B" - CONTRACTOR'S SCHEDULE OF PREVENTATIVE MAINTENANCE UNIT PRICES

| TYPE OF UNIT | BUILDING ELEVATOR (DESIGNATION) | (a) MONTHLY MAINTENANCE CHARGE EACH | (b) NUMBER OF UNITS | (c) TOTAL MONTHLY PRICE (a) x (b) | TOTAL CONTRACT PRICE (c) x 24 |
|------------------------------|--|-------------------------------------|---------------------|-----------------------------------|-------------------------------|
| Passenger Traction | #1 Old Annex Building | | 1 | | |
| Passenger Traction | #2 & 2A Old Jail | | 2 | | |
| Passenger Traction | #3 Parking Garage | | 1 | | |
| Passenger Traction | #4 Detention Center | | 1 | | |
| Passenger Hydraulic | #5 Ruotolo Justice Center | | 2 | | |
| Passenger Traction | #6 & 6A Old Courthouse Rotunda | | 2 | | |
| Passenger Traction | #7 Courthouse High Tower | | 1 | | |
| Passenger Traction | #8 Courthouse Tower | | 3 | | |
| Passenger Traction | #9 New Jail – Visitors Side | | 2 | | |
| Passenger Traction | #10 New Jail – Inmates Side | | 3 | | |
| Freight Hydraulic | #11 New Jail –Loading Dock | | 1 | | |
| Passenger Hydraulic | #12 Election/Tax Board | | 1 | | |
| Passenger Hydraulic | #13 Police Academy | | 1 | | |
| Passenger Traction | #14 Administration Building | | 2 | | |
| Passenger Traction | #15 New Annex Building | | 3 | | |
| Passenger Traction | #16 Engineering Building | | 1 | | |
| Passenger Traction | #17 Trailside Nature & Science Center | | 1 | | |
| Passenger & Service Traction | #18 Froehlich Public Safety Building | | 2 | | |
| Passenger Hydraulic | #19 Union County Performing Arts Center | | 1 | | |
| Passenger Hydraulic | #20 Colleen Fraser Building | | 1 | | |
| Passenger Hydraulic | #21 Child Advocacy Center | | 1 | | |
| Passenger Hydraulic | #22 Galloping Hill Golf Course Clubhouse | | 2 | | |
| Freight Hydraulic | #23 Galloping Hill Golf Course Clubhouse | | 1 | | |
| Passenger Hydraulic | #24 Cherry Street Annex | | 2 | | |
| Passenger Hydraulic | #25 Cherry Street Annex | | 1 | | |
| Freight Hydraulic | #26 Cherry Street Annex | | 1 | | |
| Passenger Hydraulic | #27 Cherry Street Annex | | 2 | | |
| Passenger Hydraulic | #28 Cherry Street Annex | | 1 | | |
| Wheelchair Lifts | #29 Cherry Street Annex | *(Bi- annual) | 3 | | |
| Freight VRC | #30 Ash Brook Golf Course Clubhouse | | 1 | | |
| 1D | TOTAL PRICE - Scheduled Maintenance - SUM OF #1 - #30 | | | \$ | |

NAME OF BIDDER: _____

**BID FORM PAGE
(2 OF 4)**

Having carefully read the Proposal, Specifications and Instructions to Bidders the undersigned agrees to provide **ELEVATOR MAINTENANCE & REPAIR SERVICE** for County owned buildings for the Division of Facilities Management in accordance with the specifications.

DO NOT ALTER ANY LINES OR LANGUAGE ON THE BID FORM PAGES. ANY ALTERATION OR SUBSTITUTION ON THE BID FORM PAGE SHALL RENDER THE BID UNRESPONSIVE AND RESULT IN THE REJECTION OF THE BID. ANY CORRECTIONS, CROSS-OUTS, OR WHITE-OUTS TO THE SUBMITTED PRICING OF THE BIDDER MUST BE INITIALED BY THE BIDDER.

All estimates are to be considered "more or less".

| <u>Item#</u> | <u>Unit Price</u> | <u>Sub-Total</u> |
|--|--------------------------------|---|
| 1A: <u>300 Hours</u> Estimated Regular Work Hours For Journeyman – 24 months | X \$ _____ Hourly Rate | = \$ _____ |
| | | + |
| 1B: <u>100 Hours</u> Estimated Regular Work Hours For Helper -24 months | X \$ _____ Hourly Rate | = \$ _____ |
| | | + |
| 1C: (\$30,000.00 x _____%) Mark up* | + \$30,000.00 | = \$ _____ |
| | | + |
| * IN THE BEST INTERESTS OF THE COUNTY NO MARK-UP SHALL BE ACCEPTED OVER 15% | | |
| 1D: Total Price for Scheduled Service, Preventative Maintenance and Repairs for 43 Elevators as specified in Exhibit "B" | | \$ _____ |
| Sums of 1A + 1 B + 1C + 1D | | = \$ _____ GRAND TOTAL (Not To Exceed) |

NAME OF BIDDER: _____

**BID FORM PAGE
(3 OF 4)**

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 THIS AGREEMENT IS RENEWED. THE INDEX RATE IS PROMULGATED BI-ANNUALLY BY THE STATE OF NEW JERSEY, DIVISION OF LOCAL GOVERNMENT SERVICES AND IS A BASED ON THE ANNUAL PERCENTAGE INCREASE IN THE IMPLICIT PRICE DEFECTOR 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.

NAME OF BIDDER: _____

**BID FORM PAGE
(4 OF 4)**

FACILITY LOCATION

Location of Bidder's Main Office & Facilities _____
(Address)

(City) (Zip Code)

(24-Hour Manned Phone Number)

***ATTACH MAP FROM GOOGLE OR MAPQUEST TO THIS PAGE**

NAME OF BIDDER: _____

**EXTENSION FORM FOR UNION COUNTY
COOPERATIVE PRICING SYSTEM**

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF UNION:

CHECK HERE IF WILLING TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO LOCAL GOVERNMENTAL CONTRACTING UNITS LOCATED WITHIN THE COUNTY OF UNION, UNION COUNTY COOPERATIVE PRICING SYSTEM # CK-06-UNION WITHOUT SUBSTITUTION OR DEVIATION FROM SPECIFICATIONS, SIZE FEATURES, QUALITY, PRICE OR AVAILABILITY AS HEREIN SET FORTH. IT IS UNDERSTOOD THAT ORDERS WILL BE PLACED DIRECTLY BY THE CONTRACTING UNITS, SUBJECT TO THE OVERALL TERMS OF THE CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICE OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPECIFICATIONS.

CHECK HERE IF NOT WILLING TO EXTEND PRICES TO CONTRACTING UNITS LOCATED IN THE COUNTY OF UNION AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE COUNTY OF UNION.

IF THE LOWEST RESPONSIBLE BIDDER DOES NOT EXTEND HIS PRICES TO THE REGISTERED MEMBERS, THE CONTRACT FOR THE STATED NEEDS OF UNION COUNTY WILL BE AWARDED TO SAID LOWEST RESPONSIBLE BIDDER AND SPECIFICALLY NOT MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY.

Initial

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

ADDRESS OF BIDDER

SIGNATURE
CORPORATE SECRETARY

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
PO BOX 287
TRENTON, NJ 08646

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION:
870-087-363986

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
09/01/07

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107520

ISSUANCE DATE:
07/16/04

J.P. & Tully

This Certificate is not subject to transfer. It may be temporarily assigned to other address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1099907

Date of Issuance: October 14, 2004

For Office Use Only:
30041014112022633

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.

CONSENT OF SURETY

Rev. 5/13/02

_____ (Hereinafter called Surety), organized and existing under the laws of the State of _____ and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of American, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, herby certifies and agrees that if the contract for which the attached bid is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work or the supplying of certain materials, or both, as more particularly set forth in said bid and described for the purposes of this instrument as a bid for _____ to the **County of Union** and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance and will provide the Contractor with a bond in the amount of One Hundred Thousand Dollars (\$100,000).

NAME OF INSURANCE COMPANY

ADDRESS _____

SIGNATURE ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: Proof of authority of officers of Surety Company to execute this document must be submitted.

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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event 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</u> (Initial) |
|------------------------|--------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

County of Union, Elizabeth, NJ

The vendor must provide references of previous experience, including proof of at least five years' experience of working on ***Otis Gen2*** elevators. Include names, addresses, phone numbers, types of elevators worked on, and time frames of all the references.

We hereby certify that my company has performed the following private or public work that is relevant to this bid; I further certify that my company has never defaulted under any contract.

Witness

Name of Company

Date

Address

By: _____
Title

CERTIFICATIONS

Provide certifications for technicians and mechanics that have successfully passed either:

- The National Association of Elevator Contractors (NAEC) Certified Elevator Technician (CET) certification exam
- Or
- The National Elevator Industry Education Program (NEIEP) examination

NAME OF BIDDER: _____

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

County - UNION

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

| | 03/17/20 | 03/17/21 | 03/17/22 | 03/17/23 |
|------------|----------|----------|----------|----------|
| Journeyman | W54.56 | W56.77 | W59.09 | W60.89 |
| | B40.86 | B41.82 | B42.79 | B44.41 |
| | T95.42 | T98.59 | T101.88 | T105.30 |

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

| INTERVAL | PERIOD AND RATES | | | | | | | | | |
|----------|------------------|-------|-------|-------|-------|--|--|--|--|--|
| | Yearly | 29.85 | 28.84 | 34.09 | 39.33 | | | | | |
| Benefits | 32.66 | 33.13 | 34.36 | 35.58 | | | | | | |

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 3-17-20:

| INTERVAL | PERIOD AND RATES | | | |
|----------|------------------|-------|-------|-------|
| Yearly | 31.03 | 30.01 | 35.46 | 40.92 |
| Benefits | 33.33 | 33.82 | 35.09 | 36.36 |

APPRENTICE RATE SCHEDULE AS OF 3-17-21:

| INTERVAL | PERIOD AND RATES | | | |
|----------|------------------|-------|-------|-------|
| Yearly | 32.27 | 31.22 | 36.90 | 42.58 |
| Benefits | 34.00 | 34.50 | 35.83 | 37.15 |

APPRENTICE RATE SCHEDULE AS OF 3-17-22:

| INTERVAL | PERIOD AND RATES | | | |
|----------|------------------|-------|-------|-------|
| Yearly | 33.56 | 32.50 | 38.41 | 44.32 |
| Benefits | 34.67 | 34.20 | 35.20 | 37.94 |

APPRENTICE RATE SCHEDULE AS OF 3-17-23:

| INTERVAL | PERIOD AND RATES | | | |
|----------|------------------|-------|-------|-------|
| Yearly | 34.60 | 33.49 | 39.58 | 45.67 |
| Benefits | 35.97 | 36.53 | 37.95 | 39.38 |

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

- The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

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

County - UNION

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

- The regular workday consists of 8 hours, between 6:00 AM and 6:00 PM.

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.