



**COUNTY OF UNION**  
*BID SUBMISSION CHECKLIST*

**BA# 54-2015 KITCHEN EXHAUST  
SYSTEM SERVICE**

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

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

NAME OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

# COUNTY OF UNION

## Invitation to Bid

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on **July 22, 2015**, at **2:30 p.m.** prevailing time in the **3<sup>rd</sup> Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

### **BA# 54-2015 – KITCHEN EXHAUST SYSTEM SERVICE**

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

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

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

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3<sup>rd</sup> 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.

Michael M. Yuska-Q.P.A, Director of Purchasing.

**UNION COUNTY BOARD  
OF CHOSEN FREEHOLDERS**

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*We're Connected to You!*

## GENERAL SPECIFICATIONS

Revised October 6, 2014

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 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 a primary and non-contributory basis to the County of Union, et al.
- b) **Automobile Liability:** Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) **Workers Compensation:** As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

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

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

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

## **9. INDEMNIFICATION REQUIREMENTS**

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

## **10. NON-DISCRIMINATION**

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

## **11. AMERICANS WITH DISABILITIES ACT OF 1990**

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

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT**

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56a.25 et seq. requires that the following additional conditions be strictly followed. The bidder's signature on this proposal is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Industry as one who failed to pay prevailing wages in accordance with the provisions of this Act.

The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64. The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of work, or such portion thereof that relates to the failure to pay prevailing rates of wages.

In such event or under the terms N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation. The Contractor or Subcontractors for this project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages. The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment.

## **20. FRINGE BENEFIT REQUIREMENTS**

The County of Union requires all bidders to comply with N.J.S.A. 2A:170-90.2, regarding fringe benefits. This statute states:

"Failure of employer to pay wages or benefits within time specified; penalty for 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 of education or vacation benefits for the employees covered by such agreement, or any fund for the support of any apprenticeship program or programs in any trade, profession or occupation concerned in such agreement, or (c) other payments in connection with the employment of any employee or employees and who knowingly and willfully fails or refuses to make such payments within 30 days after such payments are required by said agreement to be made, or, in 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(C34:11-4.2) 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."

**21. RESOLUTION NO. 1148-98 AND 1167-98 ADOPTED ON SEPTEMBER 24, 1998  
BY THE BOARD OF CHOSEN FREEHOLDERS**

In addition to compliance with the New Jersey Prevailing Wage Act, the Contractor shall comply with the requirement as set forth in Resolutions No. 1148-98 and 1167-98 adopted on September 24, 1998 by the Union County Board of Chosen Freeholders.

**UNION COUNTY BOARD OF CHOSEN FREEHOLDERS**

**RESOLUTION NO. 1148-98  
DATE: 9/24/98**

WHEREAS, the Public Contract Law of New Jersey that all contractors and subcontractors pay to the workforce on such projects the prevailing wage rates; and

WHEREAS, it has come to the attention of the Board of Chosen Freeholders that workmen have not at all times received such wages; and

WHEREAS, while the Board of Chosen Freeholders is aware that the State of New Jersey is the actual enforcing arm for such requirements, the Board desires to itself on behalf of such workers put in place a procedure, which will further protect the rights of the workers to the payment of accurate and fair wages:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Union; hereby declares that henceforth, as a matter of POLICY;

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1 et seq.

(2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by the contractor in connection with a public work. Further the County shall have the right to demand such proof as necessary to verify said records.

(3) All contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of work.

(4) All public works specifications and contracts shall include a clause that requires all contractors and subcontractors to submit properly executed Worker Notification Acknowledgment forms to the County. These forms will be supplied by the County to all approved contractors and subcontractors; a copy of such form is attached as Appendix A. These forms will provide proof that all workers have been made aware of their rights to receive the prevailing wage for the particular craft or trade for which they are employed.

(5) This resolution shall apply to any projects bid after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

**UNION COUNTY BOARD OF CHOSEN FREEHOLDERS**

**RESOLUTION NO. 1167-98  
DATE: 9/24/98**

WHEREAS, the County of Union finds that it is essential to the public safety that any and all public works be performed by competent and trained employees of responsible contractors and subcontractors; and

WHEREAS, the State of New Jersey has recognized and provided for training of employees through Apprenticeship Programs licensed by the State of New Jersey; and

WHEREAS, the County of Union has the right and responsibility to determine that all contractors and subcontractors who perform public work be qualified according to consistent and uniformly applied standards; and

WHEREAS, it is important that the County of Union use a contractor and/or subcontractor who acts with responsibility in complying with applicable wage laws:



NOW, THEREFORE, BE IT RESOLVED, that all applicable regulations, bid specifications and rules of the County of Union shall state that:

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1, et seq. Employer contributions for employee benefits pursuant to a then existing bona fide collective bargaining agreement shall be considered an integral part of the wage rate paid by employers of any craft or trade in Union County for the purpose of determining the prevailing wage.

(2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade and actual hourly rate of wages paid to each work man employed by him in connection with a public work. Further, the County shall have the right to demand such proof as is necessary to verify said records.

All Contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of the work.

(3) The bidder, and all contractors and subcontractors must employ the ratio of apprentices to journeymen as set forth by the Commissioner of Labor in determining the Prevailing Wage, or, if no such ration has been established, than at a ratio of one apprentice to every four journeymen.

An apprentice is an individual who, while performing work on a public project, is registered, in good standing, in a n apprenticeship program approved or certified by the Division of Vocational Education in the New Jersey Department of Education or by the Bureau of Apprenticeship and Training in the United States Department of Labor.

A contractor or subcontractor employing one or more apprentices on a public work project shall maintain with its records written evidence that the apprenticeship program while performing work on the project. The contractor or subcontractor shall make all records available for inspection by Union County and by the Commissioner during normal business hours.

Union County and the Commissioner shall have unencumbered access to the access to the employees who are employed on a public project for the purpose of interviewing and determining compliance.

A contractor or subcontractor shall not create job titles and worker classifications that are not consistent with prevailing practices and existing task ratios for a specific building trade's craft for the purpose of circumventing the intent of this resolution.

(4) The bidder, and all contractors and subcontractors must properly classify workers as employees and not as independent contractors, and treat them accordingly for purposes of wages, benefits, workers compensation insurance coverage, unemployment taxes, social security tax and income tax withholding. The criteria identified in the Unemployment Compensation Law at N.J.S.A. 43:21-19(1)(6)(a)(c) and interpreting case law will be used to determine whether a worker is an employee or independent contractor for purposes of this resolution.

(5) The bidder, and all contractors and subcontractors shall comply with the Prevailing Wage Act and its regulations regarding payment of fringe benefits.

(6) Any bidder, contractor or subcontractor who fails to maintain throughout the entire duration of the project full compliance with the foregoing requirements and qualifications shall be subject to one or more of the following sanctions:

- A. Cessation of work.
- B. Removal from project.
- C. Withholding of payment until compliance is obtained.
- D. Damages resulting from efforts taken to correct or sanction for failure to comply, such as costs of delay, or of obtaining new Contractor to complete work.

(7) A general contractor shall be liable for any violations by any subcontractors. The County reserves the right to investigate project sites for any and all possible violations. Contractors who have been determined to be in violation of this Resolution on any project for Union County will be reported to the Commissioner of Labor that debarment proceedings be instituted against the delinquent contractor.

(8) The foregoing qualifications and requirements shall be binding on any and all bidders, contractors and subcontractors who perform work on any public work, as defined in the Prevailing Wage Act, bid by the County of Union without regard to their affiliation, or lack of affiliation, to any labor or construction organization or association, and shall not be deemed to require or mandate the use of employees who are members of unions or any labor organization.

(9) This Resolution shall apply to any projects bids after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

Union labor is preferred on all County work.

The foregoing reference to specific laws will not be deemed to be a limitation of obligation of the Contractor to perform his obligations in full compliance with the provisions and requirements of all federal and state statutes and municipal and county ordinances applicable to the work to be done under the contract. It is agreed and understood that any contracts and/or orders placed as a result of this bid will be governed and construed and the rights and obligations of the parties hereto will be determined in accordance with the laws of the State of New Jersey.

**EMPLOYEE NOTIFICATION ACKNOWLEDGEMENT FORM\***

Pursuant to N.J.S.A. 34:11-56.25 et seq. as well as N.J.A.C. 12:60 et seq.,

the Contractor, \_\_\_\_\_, has informed me that I will be  
(Name of Contractor)

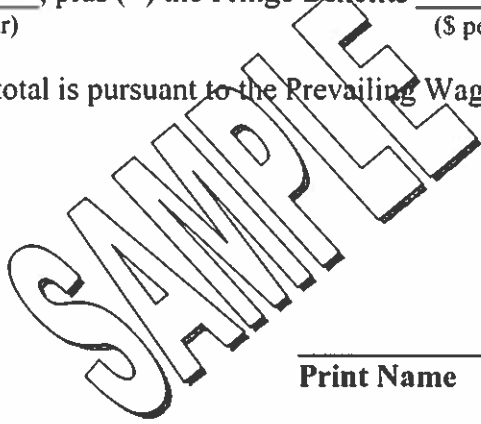
as a \_\_\_\_\_, on the public project designated as,  
(Employee's Job Title)

\_\_\_\_\_. I further acknowledge that my compensation  
(Project Name)

for this job will be \_\_\_\_\_, plus (+) the Fringe Benefits \_\_\_\_\_ for a Total Prevailing  
(\$ per hour) (\$ per hour)

Wage of \_\_\_\_\_. This total is pursuant to the Prevailing Wage for Construction Trades in  
(\$ per hour)

Union County.



DATE: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

**Employer Certification**

I hereby certify as to the accuracy of the above information.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Name of Company Officer

\_\_\_\_\_  
Signature of Company Officer

\*This acknowledgment form is a public record that will be kept to determine compliance with N.J.S.A. 34:11-56.25 et seq. Falsification of a public record is a crime. Union County reserves the right to prosecute violators of the Prevailing Wage Act to the fullest extent possible, including, but not limited to, fraud upon a public agency, theft of services, theft of deception, and misrepresentation of public records.

White Copy = Labor Compliance Officer

Yellow = Contractor

Pink = Employee

## **22. 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.

## **23. 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.

## **24. PERMITS**

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

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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](http://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 business registration of the bidder 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 subcontractor must be provided prior to the award of bid. 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 the Treasury, Division of Revenue; or
- A copy of the web version provided by the NJ Division of Revenue

Register online at <http://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 NJ Certificate of Authority is not acceptable.**

**FAILURE** to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of a contract shall be cause to reject the bid.

**FAILURE** of the bidder or any subcontractor named on the bid to be registered prior to the receipt of bids is cause for 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 register and submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

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

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

## SPECIFICATIONS

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

### **1. GENERAL**

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

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

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

### **2. DESCRIPTION OF SERVICE**

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

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

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

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

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

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

### **3. FREQUENCY OF SERVICE**

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

### **4. EMERGENCY CALL-BACK SERVICE**

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

### **5. EXPERIENCE**

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

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

### **6. WAGE DETERMINATION**

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

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

### **7. SITE EXAMINATION**

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

## **8. QUALITY OF WORK**

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

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

## **9. FURNISHING REPAIR PARTS**

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

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

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

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

## **10. NON-COVERED REPAIRS**

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

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

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

## 11. PAYMENT FOR REPAIR PARTS

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

## 12. INSTRUCTIONS FOR 1C ON BID FORM PAGE

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

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

## 13. INSTRUCTIONS FOR 1D ON BID FORM PAGE

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

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

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

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

\*EDF being the Estimated Dollar Figure

## 14. PAYMENT TO VENDOR

To be made within forty-five (45) days after the receipt of Vendor's invoice and a signed County voucher attesting to the services by some officer or duly designated employee of the using County entity and after approval of the appropriate Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity.

## 15. ESTIMATES AND OPEN END DESCRIPTION

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

The estimated quantities provided do not indicate the actual quantities that the successful bidder will be required to furnish and deliver, since the actual quantities may vary with several factors and which will be

developing during the term of the contract. There shall be no minimum purchase obligation on the part of the County.

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



**BID FORM PAGE**  
**(Page 1 of 2)**

HAVING CAREFULLY READ THE PROPOSAL, SPECIFICATIONS AND INSTRUCTION TO BIDDERS THE UNDERSIGNED HEREBY AGREES TO PROVIDE CLEANING, SERVICING AND REPAIRING OF THE **KITCHEN EXHAUST SYSTEM SERVICES** FOR THE ORISCELLO CORRECTIONAL FACILITY FOR THE COUNTY OF UNION IN ACCORDANCE WITH THESE SPECIFICATIONS.

<u>Item#</u>	<u>Description</u>		<u>Unit Price</u>		<u>Sub-Total</u>
1a-	<u>12 (Service Visits)</u> Bi-Monthly (6 per year)	X	\$ _____ Cost per Service Visit	=	\$ _____
				+	
1b-	<u>100 Hours</u> Estimated Regular Work Hours for Non-Covered Repairs Regular Time – Monday to Friday	X	\$ _____ Hourly Rate	=	\$ _____
				+	
1c-	(\$5,000.00 x _____ %) Mark-up*	+	\$5,000.00	=	\$ _____
				+	
1d-	<u>\$15,000.00</u> EDF for Gaylord Parts	-	(\$15,000.00 x _____ %) Discount off Gaylord parts	=	\$ _____

**\*IN THE BEST INTEREST OF THE COUNTY  
NO MARK-UP SHALL BE ACCEPTED OVER 15%**

(Sums of Items# 1a, 1b, 1c, 1d)	<b>GRAND TOTAL</b>	\$ _____
		(NOT TO EXCEED)

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

\_\_\_\_\_ (City) \_\_\_\_\_ (Zip Code)

\_\_\_\_\_ (24-Hour Manned Phone Number)

**NAME OF BIDDER** \_\_\_\_\_

**BID FORM PAGE**

**(Page 2 of 2)**

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

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

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

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

**NAME OF BIDDER** \_\_\_\_\_

**BIDDER SIGNATURE PAGE**

Rev. 9/20/05

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

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
SIGNATURE  
CORPORATE SECRETARY

\_\_\_\_\_  
ADDRESS OF BIDDER

\_\_\_\_\_  
PRINT NAME AND TITLE  
CORPORATE SECRETARY

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**AFFIX CORPORATE SEAL**

\_\_\_\_\_  
PRINT OR TYPE NAME AND TITLE

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

# BUSINESS REGISTRATION

## Mandatory Requirement

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

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

Proof of business registration shall be:

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME CLIENT REGISTRATION
TAXPAYER IDENTIFICATION: 070-087-382/000	SEQUENCE NUMBER: 0107130
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 08/01/01	<i>J.P. Kelly</i> Agent
FORMS BRC(OP-01)	<small>This Certificate is not negotiable or transferable. It may be compulsorily re-issued at some address.</small>

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name	TAX REG TEST ACCOUNT
Trade Name:	
Address	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number	1093907
Date of Issuance	October 14, 2004
For Office Use Only:	
	20041014112813633

ATTACH BRC HERE

**STOCKHOLDER DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

*CHECK ONE*

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Company

Limited Liability Partnership

Subchapter S Corporation

**Complete if the bidder/respondent is one of the 3 types of corporations:**

**Date Incorporated:** \_\_\_\_\_

**Where Incorporated:** \_\_\_\_\_

**BUSINESS ADDRESS:**

\_\_\_\_\_  
Street Address  
Code

\_\_\_\_\_  
City

\_\_\_\_\_  
State Zip

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

**STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)**

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

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

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

Subscribed and sworn to before  
Me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Original signature only; stamped  
signature not accepted)

\_\_\_\_\_  
Notary Public of the State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

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

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

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

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

**AFFIRMATIVE ACTION REQUIREMENT**

Rev. 6/29/93

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

**A. Procurement, Professional & Service Contracts**

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

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

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

---

Print or type FIRM NAME here

---

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

---

Print or type NAME and TITLE here

---

Print or type DATE



COUNTY OF UNION NEW JERSEY  
Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

Pursuant to Public law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of 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 person or entity.

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

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

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

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

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

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

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

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

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

Full Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ 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  
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**

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

**NAME OF BIDDER** \_\_\_\_\_

**EXPERTISE STATEMENT**

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

**NAME OF BIDDER** \_\_\_\_\_

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

County - UNION

**Craft: Plumber                      PREVAILING WAGE RATE**

	05/01/15
<b>Foreman</b>	W54.39 B31.94 T86.33
<b>General Foreman</b>	W57.91 B31.94 T89.85
<b>Journeyman</b>	W50.36 B31.94 T82.30

Expiration Date: 04/30/2016

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

<b>INTERVAL</b>	<b>PERIOD AND RATES</b>									
	30%	45%	55%	65%	75%					
<b>Yearly</b>										
<b>Benefits</b>	12.24	18.04	19.65	21.28	22.89					

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Plumber                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

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

**County - UNION**

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.