



COUNTY OF UNION  
BID SUBMISSION CHECKLIST

FIRE ALARM SERVICES REBID  
BA# 45-2022

- \_\_\_\_\_ 1. CONSENT OF SURETY – The Consent of Surety form signed by a Surety Company stating that if your bid is accepted, the Surety Company that provides the consent shall be required to furnish a Performance Bond in the amount of \$20,000.00. The Bond shall have a term equal to the contract period.

In lieu of the Consent of Surety you may submit a **Certified Check** for the amount of \$20,000.00.

- \_\_\_\_\_ 2. Bid Form Page(s)  
\_\_\_\_\_ 3. Bidder Signature Page – *follow instructions and fill out completely*  
\_\_\_\_\_ 4. Statement of Ownership Disclosure (2 pages) – *fill out completely and notarize*  
\_\_\_\_\_ 5. Non-Collusion Affidavit – *fill out completely and notarize*  
\_\_\_\_\_ 6. Affirmative Action Requirement  
\_\_\_\_\_ 7. Americans with Disabilities Form  
\_\_\_\_\_ 8. Disclosure of Investment Activities in Iran  
\_\_\_\_\_ 9. 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  
\_\_\_\_\_ 10. Certificate from NJ Department of Labor – Public Works Contractor Registration Act  
\_\_\_\_\_ 11. Union County Cooperative Contract Purchasing System Extension Form  
\_\_\_\_\_ 12. Experience Statement  
\_\_\_\_\_ 13. Expertise Statement  
\_\_\_\_\_ 14. Byrd Anti-Lobbying Amendment Certification  
\_\_\_\_\_ 15. Certificate Regarding Lobbying  
\_\_\_\_\_ 16. Disclosure of Lobbying Activities (LLL Form)  
\_\_\_\_\_ 17. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

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

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

# COUNTY OF UNION

## Notice To Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or her designee on December 6, 2022, 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# 45-2022 – FIRE ALARM SERVICES REBID**

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

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

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

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

Laura M. Scutari, QPA, Director of Purchasing

## GENERAL SPECIFICATIONS

Revised 7/29/2022  
Goods & Services

### 1. RECEIPT OF BIDS

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

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

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

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

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

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

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

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

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

### 2. BID AND PERFORMANCE GUARANTEE

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

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

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

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

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

### **3. QUALIFICATION OF BIDDERS**

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

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

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

### **4. RESERVATIONS**

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

### **5. AWARD AND EXECUTION OF CONTRACTS**

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

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

### **6. BRAND NAMES**

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

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

### **7. PATENT CLAIMS**

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

## **8. INSURANCE REQUIREMENTS**

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

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

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

## **10. NON-DISCRIMINATION**

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

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

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

## **12. INVESTMENT ACTIVITIES WITH IRAN**

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

## **13. ROYALTIES AND PATENTS**

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

#### **14. CONTRACTOR'S EMPLOYEES**

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

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

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

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

- N.J.S.A. 34:11-56.27a requires a person submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid. Further, the Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that any contract for public work expressly stipulate that workers performing work under the contract shall not be paid less than the required prevailing wage rate.

#### **15. PAYMENT OF WAGES OR BENEFITS WITHIN TIME**

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

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

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

#### **16. PREFERENCE FOR DOMESTIC PRODUCTS**

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

#### **17. ON SITE STORAGE**

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

## 18. FINAL CLEAN UP

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

## 19. SUB-LETTING OF WORK

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

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

## 20. SAFETY

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

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

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

## 21. UTILITIES

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

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

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

## **22. PERMITS**

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

## **23. INSPECTION**

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

## **24. DAMAGES**

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

## **25. DEFAULT OF CONTRACT**

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

## **26. AFFIRMATIVE ACTION REQUIREMENT**

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General requirements. (N.J.S.A. 10:5-31 et seq. and N.J.A.C 17:27-1 et seq.). You are hereby put on notice that:

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

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

## **27. TERMINATION OF CONTRACT**

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

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

## **28. RIGHT TO KNOW ACT**

The provisions of N.J.S.A. 34:5A-1 et seq. and N.J.A.C 5:89-5 et seq., which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. Containers that the law and rules require to be



labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

## 29. FEDERAL TERMS

### TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS/PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS.

The provisions set forth below apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

#### 1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### 2. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### 3. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### 4. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 5. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### 6. COPELAND ANTI-KICKBACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### 8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contracts and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### 13. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

### 14. TERMINATION FOR CONVENIENCE PROVISION

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

### 15. BONDING REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

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

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

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

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

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

**Letter of Federal Affirmative Action Plan Approval;  
Certificate of Employee Information Report; or  
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## 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. 17:27-1.1 et seq.

#### 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, 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 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 Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program, 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 nondiscrimination 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 Dept. of LWD, Construction EEO Monitoring Program. 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 Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program.

(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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring

Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## **BUSINESS REGISTRATION CERTIFICATE**

Pursuant to N.J.S.A. 52:32-44, the County of Union (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **Emergency Purchases or Contracts**

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

Proof of business registration shall be:

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

Register online at [www.nj.gov/treasury/revenue/busregcert.shtml](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 609-292-9292.

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

- If possible, please submit all required proof of registration with the initial bid submission. Failure to submit proof of registration of the Proposer or any subcontractor named on the bid could delay the awarding of the bid, or result in the bid being rejected later. This is a non-waivable defect. This applies to construction bids, as well as non-construction bids.

It is the intent of this specification to provide **FIRE ALARM SERVICES** (Installation, Inspection, Testing and Repair) at various County owned or leased properties. 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.

## **1. CONTRACTORS QUALIFICATIONS**

- ◆ All bidders will be experienced in servicing, repairing, replacing the equipment of the same manufacture, type, and size installed in the County's building and facilities.
- ◆ Each bidder will 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.
- ◆ Bidders will provide with their bid documentation as to their expertise in the fields of service specified. This shall include any applicable Certificates of Training, all NICET Certifications, and Authorized Dealership.
- ◆ Bidders must hold at time of bid and should provide proof of a **Fire Alarm Systems Contractor Business Permit** from the State of New Jersey Department of Community Affairs, Division of Fire Safety.
- ◆ Bidders will show evidence of operations within the life safety protection industry for a minimum of fifteen (15) years.
- ◆ Bidders will provide, maintain, and demonstrate liability coverage, worker's compensation, etc. consistent with the requirements of the County of Union.
- ◆ Bidders will provide at the time of bid, copies of certifications and must maintain a service staff minimum of five (5) trained technicians with at least four (4) technicians at NICET level 2.
- ◆ Bidders will be authorized Siemens Fire Safety distributor certified company, must have a minimum of five years of experience with hybrid network maintenance and programming with a system that has at least 37 nodes over a wide area communications bridge that consist of NIM.1W and NIM/IM networks. The successful vendor must be able to maintain the software for the NCC graphics and all MXLV, MXL, MXLIQ, XLS, Sinorix, FM 200, FC922V, and Halon systems FACP. The bidder shall have a demonstrable experience with wide-area Mass Notification/Critical Emergency Incidents networks providing a central command center with the ability to remotely control and override voice page to multiple satellite fire alarm systems. Bidder must be factory trained, authorized and certified to work on Siemens Fire Safety MXL, MLXIQ and XLS based systems, and certified for Siemens NCC Graphics network programming and service. Bidders shall provide proof from Siemens Fire Safety Regional Representative certifying Factory Authorization. Provider must also be authorized and certified to service, program and perform changes to Siemens NCC graphics and all MXLV, MXL, MXLIQ, and XLS FACP Voice systems, and FC922V Critical Emergency Incidents systems. The County of Union reserves the right to release software to successful bidder.

## **2. GENERAL SPECIFICATIONS: FIRE ALARM SYSTEMS & PANELS**

- ◆ Service contractor will email the County and /or sign a service logbook for each visit to a County of Union site, and must verify the site visit with a County representative. Notification will be made to Joseph Signorello at the Union County Department of Public Safety, Division of Emergency Service at (732) 558- 4939.
- ◆ Service contractor will be required to maintain a service staff minimum of five (5) trained technicians prior to

performing working on County facilities Fire Alarm Systems. Only authorized employees of the contractor who have been pre-approved through background checks and issued a contractor badge by the Office of The Union County Sheriff will be allowed to access any Union County facility. All contractor employees will wear their County ID badge, with photograph at all times while servicing the County of Union.

**Buildings Include but are Not Limited To:** Administration Building, New Annex Courthouse, Parking Garage/Detention Center (Elizabeth) , Courthouse Complex including Rotunda, Tower, Old Annex, Old Jail, County Clerk, Andrew K. Ruotolo Justice Center, Union County Courthouse- 2 Cherry Street Annex, Board of Elections and Taxation, Child Advocacy Center, Cultural & Heritage, Children’s Shelter, Warinanco Park Concession Stand, Union County Fire Academy & Print Shop (Linden), Fire Training Center, Rahway River Park Urlich Pool, Rahway River Park Concession Stand, Rahway River Park Maintenance Facility, Union County Performing Arts Center, Ralph Froehlich Public Safety Building, Colleen Fraser Building, Engineering Building, John H. Stamler Police Academy, Echo Lake Park Boat House, Trailside Nature and Science Center, Trailside Nature Museum; Watchung Stables Main Barn, Watchung Stables Isolation Barn, Watchung Stables Administrative Building & Storage Garages, 50 Progress Street, Deserted Village Church Building, Deserted Village Maskers Barn, K-9 Search and Rescue Facility, Galloping Hill Golf Course Club House, Galloping Hill Golf Course Learning Center, Galloping Hill Golf Course Maintenance Facility, Ash Brook Golf Course Maintenance Facility, Cedar Brook Park Maintenance Facility, and the Houdaille Quarry complex.

- ◆Service contractor will verify a functioning operational fire alarm system, for all County owned and leased facilities of automatic fire control panels and detectors per manufacturer’s specifications, and will note **in writing** all deficiencies to authorized County representative.
- ◆Records of all inspections, tests, and maintenance shall be supplied to the County in PDF format and kept for at least five years for review by the authority having jurisdiction. (NFPA 72E, CH8-1.6)
- ◆Service contractor will perform system operational training once per year, at least four (4) hours, to eight (8) County Police and Sheriff Personnel responsible for system operation. This is inclusive in the bid.
- ◆Records of all inspections, tests, and maintenance repairs shall be supplied to the County representative and kept for at least five years for review by the authority having jurisdiction and the Division of Fire Safety for the State of New Jersey (NFPA 72E, CH8-1.6)
- ◆All Fire Detection inspections will be in conjunction with the County’s Sprinkler Service Contractor for proper monitoring of switches from the Sprinkler system to the fire alarm system panels. This will be tested in accordance with NFPA Guidelines and **INTERNATIONAL FIRE CODE 2021 NEW JERSEY EDITION**.
- ◆All sprinkler system devices attached to fire alarm panels will be 100% tested in accordance with the **INTERNATIONAL FIRE CODE 2021 NEW JERSEY EDITION**. This includes manual sprinkler pull stations, tamper switches, high- & low-pressure switches, drip drums, backflow preventers and water flow devices.
- ◆Inspect general occupancy environment, operations and conditions related to fire detection and protection.
- ◆Inspect for any changes in building status that may affect the performance or reliability of fire alarm systems.
- ◆Inspect and determine if fire alarm system(s) are in service and satisfactory condition.
- ◆Inspect changes or modifications of fire alarm systems.
- ◆Inspect and determine if new building additions or changes are properly protected by fire detection equipment, and report in writing noted changes to County of Union’s representative.

- ◆ Inspect general storage and stock arrangements in relation to fire alarm system protection.
- ◆ Compile complete report of tests **five days after conclusion** and discuss any deficiencies with designated County representative.
- ◆ Central station monitoring services and annual testing of communications equipment and interfaces shall be included for those facilities so equipped. Central station monitoring shall be achieved via dual cellular transceivers utilizing multiple service providers per facility for maximum reliability. A separate account shall be maintained for each cellular transceiver. Currently, the County has central station monitoring capabilities at thirty (30) buildings/ facilities, with two separate cellular transceiver service provider accounts each, totaling sixty (60) distinct accounts.

### **3. GENERAL SPECIFICATIONS: FIRE ALARM SYSTEMS & PANELS**

- ◆ All automatic fire alarm system panels will be tested in accordance with NFPA Guidelines as set forth in NFPA 72E, 8-3.1; 72H-3, 72H-4
- ◆ All Inspections will comply with the International Fire Code 2021, New Jersey Edition
- ◆ All fire alarm panels will be tested 100% at least 1 (one) time per year. Except for the Fire Extinguishing panels, FM-200, Halon, and Sinorix ,which are scheduled for a bi-annual inspection, in accordance with NFPA 96, 17, AND 17a.
- ◆ All devices attached to fire alarm panels will be 100% tested at least 1 (one) time per year. This includes smoke detectors, heat detectors, manual pull stations, duct detectors, tamper and water flow devices. Successful bidder will check all sprinkler switches tamper switches, pressure switches, accelerator devices, to make sure that they signal the Fire Alarm Control Panel, and complete inspection with the County's Sprinkler system vendor.
- ◆ **All Smoke** detectors will be tested in place ANNUALLY to ensure smoke entry into the sensing chamber and an alarm response. Testing with smoke or aerosol acceptable to the detector manufacturer will be permitted.
- ◆ All smoke detectors will be cleaned one time ANNUALLY. Sensitivity levels must also be checked, Serial numbers of devices will be recorded.
- ◆ All heat or thermal detectors will be tested at 100% of System detectors ANNUALLY to comply with (NFPA 72E, Ch 8-3.3) and International Fire Code 2021, New Jersey Edition
- ◆ All manual pull stations will be 100% tested ANNUALLY, and checked for clearance from obstructions.
- ◆ All extinguishing system alarm switches will be tested ANNUALLY.
- ◆ Inspect systems for changes or modifications that will affect system performance and note such changes to the County of Union.
- ◆ Check all systems for code compliance.
- ◆ Check all system panels for proper operation and responses to devices.
- ◆ Test all system appliances for operation and physical condition, IE: clearances, code compliance, obstructions, and cleanliness.
- ◆ All annunciator panels will be tested 1 (one) time per year.

- ◆ Perform functional test of NCC graphics and all MXLV, MXL, MXLIQ, FC922V, and XLS FACP Voice systems, warden phones and NCC Graphics controls. Verify software functions and test viability of system network.
- ◆ All fire alarm system batteries will be tested yearly under full load condition with battery charger disconnected. Check operation of battery charger. **All batteries shall be tested annually and replaced if necessary.**
- ◆ All tests will be documented completely by Fire vendor, and a PDF shall be emailed to the representative for the County of Union.
- ◆ All software programming of the HVAC Controls for facilities having HVAC shutdown will be inspected to include this function. All Fan/ACU/AHU Relays are mapped to a single Bi-stable Logic Function. The function is configured to trigger on “Any Alarm” and will remain active through a System Reset. Following the Reset, if no Alarms are present, the Relays can be restored to their quiescent (normal) state by depressing F1 Key on the Annunciator/Display (MKB). This will be tested in conjunction with the annual inspection.
- ◆ Contractor will confirm and test the Fiber Optic modules for the Elizabeth Campus Fire Configuration.
- ◆ Contractor will confirm and test the Fiber Optic modules for the Mass Notification/ Critical Emergency Incidents network.

#### **4. BUILDING LOCATIONS & DESCRIPTION OF INSPECTIONS & PREVENTIVE MAINTENANCE**

**All inspections and preventative maintenance charges will include all travel time. No additional travel will be honored.**

**The County reserves the right to add buildings under mutually agreed change order.**

##### **UNION COUNTY ADMINISTRATION BUILDING**

###### **10 Elizabethtown Plaza, Elizabeth, NJ 07207**

Inspect and tag two (2) times per year **Sinorix™ Fire Extinguishing System**, inspect and clean 2 times per year smoke detectors, release modules and control panel Tanks and audible devices. **(Network Operations Center only). (Building)** Inspect and tag one (1) time per year MXLV Fire Alarm Control Panel, clean all smoke and heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Inspect all PT 304 Warden Phone Jacks. Inspect and tag one (1) time per year fire alarm audible devices. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also verify elevator speaker audible.

##### **NEW ANNEX COURTHOUSE**

###### **9 Elizabethtown Plaza, Elizabeth, NJ 07207**

Inspect and tag one (1) time per year MXLV Fire Alarm Control Panel. Clean smoke and heat detectors one (1) time per year. Inspect and clean one (1) time per year all duct detectors. Inspect one (1) time per year manual pull stations and audible devices. Inspect all PT 304 Warden Phone Jacks. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also verify elevator speaker audible. Inspect and tag two (2) times per year FM-200 extinguishing system, inspect and clean two (2) times per year, smoke detectors, release modules and audible devices. **(Network Operations Center only.)**

##### **PARKING GARAGE/DETENTION CENTER**

###### **7 Elizabethtown Plaza, Elizabeth, NJ 07207**

Inspect and tag one (1) time per year MXLV Fire Alarm Control Panel, Inspect and clean all smoke detectors and

annunciator panel, pull stations, heat detectors, and audible devices. Inspect and clean all duct detectors. Inspect all PT 304 Warden Phone Jacks. Confirm that the system is monitoring all nodes that are on the life link network. Inspect and test the NCC Graphics Fire Finder System Determine if the system is functioning alarms, troubles, security, supervisory and system events. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also verify elevator speaker audible.

### **COURTHOUSE COMPLEX:**

#### **2 Broad Street, Elizabeth, NJ 07201**

**1. Rotunda/Tower:** Inspect and tag one (1) time per year MXLV Fire Alarm Control Panel and Sheriff's Control Center secondary fire command station, clean smoke detectors, manual pull stations, and audible devices. Inspect and clean all duct detectors. Inspect and tag one (1) time per year fire alarm audible devices. Inspect and clean one (1) time per year all duct detectors. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also verify elevator speaker audible.

Note-1: The fire alarm service work must coordinate with and cause no interference to the ongoing fire alarm system expansion project in the Courthouse Tower.

**2. Old Annex/Old Jail:** Inspect and tag one (1) time per year all smoke detectors, manual stations and audible devices, clean smoke detectors, duct detectors Inspect and tag two (2) times per year HALON system. (Second floor Surrogate's file room), and all detectors, release modules and control panel and clean smoke detectors. Inspect and tag one (1) time per year fire alarm audible devices. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also, verify elevator speaker audible.

#### **3. County Clerk Office**

Inspect and tag two (2) times per year FM-200 extinguishing system, County Clerk Data Room, and all detectors, release modules and control panel and clean smoke detectors and tanks.

#### **4. Sheriff's Control Center**

Inspect and tag two (2) times per year the Critical Emergency Incidents command station, all remote mass notification Critical Emergency Incidents control panels, and fiber optic inter-system network. Verify the proper operation of the Mass Notification/ Critical Emergency Incidents command station override and voice paging of all remote voice evacuation fire alarm systems.

### **ANDREW K. RUOTOLO JR. JUSTICE CENTER**

#### **32 Rahway Avenue, Elizabeth, NJ 07207**

Inspect and tag one (1) time per year Siemens XLS Voice FACP, smoke detectors, manual pull stations, audible devices and clean smoke detectors. Inspect and tag one (1) time per year fire alarm audible devices. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Confirm its fiber connection to the NCC command Centers. Also, verify elevator speaker audible.

### **2 CHERRY STREET – FAMILY COURTHOUSE BUILDING**

#### **2 Cherry Street, Elizabeth, NJ 07202**

Inspect and tag one (1) time per year the Siemens XLS voice FACP fire alarm control panel, clean smoke detectors and related devices. Clean and inspect one (1) time per year all air duct detectors. Inspect and tag one (1) time per year all heat detectors, fix temperature single poll normally open contacts Inspect and tag one (1) time per year fire alarm audible devices. Inspect, in conjunction with the elevator company, phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also, verify elevator speaker audible. Inspect manual Pull Stations. Check Detector Sensitivity. Inspect and clean the Vespa Air Sampling system.



## **BOARD OF ELECTIONS & TAXATION**

### **271 N. Broad Street, Elizabeth, NJ 07207**

Inspect and tag one (1) time per year MXLV Fire Alarm Control Panel, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Inspect all PT 304 Warden Phone Jacks. Inspect and tag one (1) time per year fire alarm audible devices. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also, verify elevator speaker audible.

## **CHILD ADVOCACY CENTER**

### **240 W. Jersey Street, Elizabeth, NJ 07207**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

## **CULTURAL & HERITAGE**

### **633 Pearl Street, Elizabeth, NJ 07202**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

## **CHILDREN'S SHELTER**

### **114 Acme Street, Elizabeth, NJ 07202**

Inspect and tag the Siemens MXL IQ Alarm panel one (1) time per year, clean and inspect all smoke detectors manual stations and audible devices. Check Sensitivity of Smoke Detectors.

## **WARINANCO PARK – SPORTS CENTER/ CONCESSION STAND**

### **Thompson Avenue, Roselle, NJ 07203**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center. Check connection to micro switch of hood range system.

## **UNION COUNTY FIRE ACADEMY & PRINT SHOP**

### **1075 Edward Street, Linden, NJ 07036**

Inspect and tag one (1) time per year MXLV Fire Alarm Control Panel, all remote panels, clean all smoke detectors, duct detectors, inspect pull stations, heat detectors, and audible devices. Inspect. Inspect and test the NCC Graphics Fire Finder System. Confirm that the system is monitoring all nodes that are on the life link network. Determine if the system is functioning alarms, troubles, security, supervisory and system events.

## **FIRE TRAINING CENTER**

### **710 Lower Road, Linden, NJ 07036**

Inspect and tag one (1) time per year the Napco Gemini Fire Alarm systems in Trailers B & C, Garage and Compressor Sheds# 10 & 11. Clean smoke detectors one (1) time annually.

## **RAHWAY RIVER PARK - ULRICH POOL**

### **St. Georges Avenue, Rahway, NJ 07065**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

### **RAHWAY RIVER PARK - CONCESSION STAND**

**St. Georges Avenue, Rahway, NJ 07065**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

### **RAHWAY RIVER PARK - MAINTENANCE FACILITY**

**St. Georges Avenue, Rahway, NJ 07065**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

### **UNION COUNTY PERFORMING ARTS CENTER**

**1601 Irving Street, Rahway, NJ 07065**

Inspect and tag one (1) time per year MX-IQ advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also, verify elevator speaker audible.

### **RALPH FROELICH PUBLIC SAFETY BUILDING**

**400 North Avenue East, Westfield, NJ 07090**

Inspect and tag one (1) time per year MXLV Fire Alarm Control Panel, all remote panels, clean all smoke detectors, duct detectors, inspect pull stations, heat detectors, and audible devices. Inspect. Inspect and test the NCC Graphics Fire Finder System. Confirm that the system is monitoring all nodes that are on the life link network. Determine if the system is functioning alarms, troubles, security, supervisory and system events. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also, verify elevator speaker audible.

**NOC, FM-200:** Inspect bi- annual the clean fire suppression agent in the computer room and the radio room. Confirm that the solenoid trip is communicating to the Fenwal 2320 control panel. Also, confirm that the system is integrated with the MXLV and NCC Graphics system. Inspect all smoke detectors, nozzles, pipes and fittings, control equipment and automatic release to the solenoid connected to the system.

**Radio Room, Fenwal 2320:** Inspect bi-annual the Fenwal Control Model 2320 is a two-zone local control unit which meets the requirement of NFPA 72 or a two -zone releasing device panel approved in accordance with NFPA 72, 12A, 13, and 2001 for cross zone protection. When the Fenwal Control Model 2320 control Panel is used as a releasing device, two Class A or Class B detection circuits are arranged so that both zones must be activated in order to discharge the agent automatically into the protected area. Confirm and inspect that this action occurs during alarm activation, without releasing the agent.

Inspect cylinder, diffuser nozzle. Inspect the hydrostatic date on the agent cylinder, hydro test if applicable.

### **COLLEEN FRASER BUILDING (Office Building and Garage)**

**300 North Avenue East, Westfield, NJ 07090**

Inspect and tag one (1) time per year Siemens XLS 500 R- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also, verify elevator speaker audible. Inspect all Carbone monoxide detectors in the Vehicle Storage area. Inspect and Tag Bi-Annually the FM-200 extinguishing system in the NOC Network Operations Center. Check smoke detector sensitivity levels.

## **ENGINEERING BUILDING**

**2325 South Avenue, Scotch Plains, NJ 07076**

Inspect and tag one (1) time per year MX-IQ advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also, verify elevator speaker audible.

## **JOHN H. STAMLER POLICE ACADEMY**

**1776 Raritan Road, Scotch Plains, NJ 07076**

Inspect and tags one (1) time per year the Siemens XLS voice FACP fire alarm control panel, clean smoke detectors and related devices. Clean and inspect one (1) time per year all air duct detectors. Inspect and tag one (1) time per year all heat detectors, fix temperature single poll normally open contacts Inspect and tag one (1) time per year fire alarm audible devices. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also, verify elevator speaker audible. Inspect manual Pull Stations. Check Detector Sensitivity. Inspect and clean the Vespa Air Sampling system.

## **ECHO LAKE PARK - BOAT HOUSE**

**1000 Springfield Avenue, Mountainside, NJ 07092**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center. Check connection to micro switch of hood range system.

## **TRAILSIDE NATURE AND SCIENCE CENTER - VISITORS CENTER**

**452 New Providence Road, Mountainside, NJ 07092**

Inspect and tag one (1) time per year MX-IQ advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, and manual pull stations. Inspect and clean one (1) time per year all duct detectors. Inspect and tag one (1) time per year fire alarm audible devices. Inspect, (in conjunction with the elevator company) phase I phase II elevator recall, clean and inspect smoke detectors in elevator shaft and pits. (refer to Elevator list). Also, verify elevator speaker audible.

Inspect and tag **FM-200**: Inspect bi-annual the clean fire suppression agent in the two downstairs rooms. Confirm that the solenoid trip is communicating to the Fenwal control panel. Also, confirm that the system is integrated with the MXLV and NCC Graphics system. Inspect all smoke detectors, nozzles, pipes and fittings, control equipment and automatic release to the solenoid connected to the system.

Inspect bi-annual the Fenwal Control is a two-zone local control unit which meets the requirement of NFPA 72 or a two-zone releasing device panel approved in accordance with NFPA 72, 12A, 13, and 2001 for cross zone protection. When the Fenwal Control Model control Panel is used as a releasing device, two Class A or Class B detection circuits are arranged so that both zones must be activated in order to discharge the agent automatically into the protected area. Confirm and inspect that this action occurs during alarm activation, without releasing the agent. Inspect cylinder, diffuser nozzle. Inspect the hydrostatic date on the agent cylinder, hydro test if applicable.

## **TRAILSIDE NATURE – OLD MUSEUM**

**452 New Providence Road, Mountainside, NJ 07092**

Inspect and tag the System Magnum Alert 850 fire Alarm panel one (1) time per year, clean and inspect all smoke detectors manual stations and audible devices.

**WATCHUNG STABLE MAIN BARN**

**1160 Summit Lane, Mountainside, NJ 07092**

Inspect and tag the Siemens XLS system Fire Alarm panel one (1) time per year, clean and inspect all smoke, heat detectors manual stations and audible devices. Heat detection must be activated once annually using a heat gun.

**WATCHUNG STABLE ISOLATION BARN**

**1160 Summit Lane, Mountainside, NJ 07092**

Inspect and tag one (1) time per year Siemens XLS Voice system, clean and inspect all smoke, heat detectors manual stations and audible devices. Heat detection must be activated once annually using a heat gun.

**WATCHUNG STABLE ADMINISTRATION BUILDING & STORAGE GARAGES**

**1160 Summit Lane, Mountainside, NJ 07092**

Inspect and tag one (1) time per year Siemens XLS Voice system, clean and inspect all smoke, heat detectors manual stations and audible devices. Inspect annunciator Panel.

**50 PROGRESS STREET**

**Union, New Jersey 07083**

See County representative must be contacted for access.

Inspect and tag one (1) time per year Siemens MXLIQ Fire Alarm Control Panel, smoke detectors, and manual pull stations, clean all smoke and heat detectors, duct detectors. Inspect and tag one (1) time per year fire alarm audible devices.

**DESERTED VILLAGE - CHURCH BUILDING**

**2 Cataract Hollow Road, Berkeley Heights, NJ 07922**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

**DESERTED VILLAGE – MASKERS BARN**

**2 Cataract Hollow Road, Berkeley Heights, NJ 07922**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

**K-9 SEARCH AND RESCUE FACILITY**

**196 Glenside Avenue, Summit, NJ 07901**

Inspect and tag one (1) time per year MX-IQ advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors.

**GALLOPING HILL GOLF COURSE - CLUB HOUSE**

**3 Golf Drive, Kenilworth, NJ 07033**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

**GALLOPING HILL GOLF COURSE - LEARNING CENTER**

**1 Golf Drive, Kenilworth, NJ 07033**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

**GALLOPING HILL GOLF COURSE - MAINTENACE FACILITY**

**21 N. 31<sup>st</sup> Street, Kenilworth, NJ 07033**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

**ASH BROOK GOLF COURSE - MAINTENANCE FACILITY**

**1600 Raritan Road, Scotch Plains, NJ 07076**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

**CEDAR BROOK PARK - MAINTENANCE FACILITY**

**Park Avenue, Plainfield, NJ 07060**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

**HOUDAILLE QUARRY – MOTOR VEHICLES MAINTENANCE FACILITY**

**301 Shunpike Road, Springfield, NJ 07081**

Inspect and tag one (1) time per year Siemens XLS- advance protection Fire Alarm system, inspect and clean smoke detectors, heat detectors, manual pull stations, and audible devices. Inspect and clean one (1) time per year all duct detectors. Check the connection to the NCC Command Center.

For your reference, please note this list may not be exhaustive, but is a current count of assets at each facility.

	Fire Detectors	Pull Stations	FACP	Remote Annunciators	Warden Phone and Jacks	SPKR/Horns/Strobes/TRI's
Watchung Stables Admin Building	25	4	1	1	na	yes
Watchung Stables Main Barn			1			yes
50 Progress Street	1	3			na	yes
CHILD ADVOCACY	15	5	1	1	na	yes
Colleen Fraiser Building FM 200	2	1	1		17 floors	yes
Courthouse Tower	319	70	NA			
Courthouse Rotunda	9			2	na	yes
Courthouse Old Annex	182		NA		9 floors	yes
Courthouse Old Jail	364	27	NA			
Courthouse New Annex	156	10	1		6 floors	yes
Bridge to New Jail	3				na	yes
Deserted Village Church Store	12	6	1		na	yes
Engineering Bldg- Union County	8	11	1	1	na	yes
GALLOPING HILL MAINT FACILITY	4	5	1		na	yes
POLICE ACADEMY	145	17	1	1	na	yes
Radio Repeater Facility	6	3	1	na	na	yes
Ralph Froelich Bldg	27	20	4	na	na	yes
Ralph Froelich Radio Rm	6	1	1	na	na	yes
Ralph Froelich NOC	4	1	1	na	na	yes

	Fire Detectors	Pull Stations	FACP	Remote Annunciators	Warden Phone and Jacks	SPKR/Horns/Strobes/TRI's
Ruotolo Building	60	12	1	1	3	yes
ST. JOHN CHURCH PARSONAGE	23	5	1	1	na	yes
Taxation & Election Board Bldg.	57	10	1	na	4	yes
Trailside Nature and Science ctr	33	16	1	na	na	yes
Union County - ART CENTER	37	7	1	1	na	yes
Ulrich Rahway River Park Pool	28	12	1	na	na	yes
Administration Bldg NOC	12	2	1	na	na	yes
CLERK'S OFFICE - FM 200	2	1	1	na	na	yes
Colleen Fraiser Building	22	12	1	1	na	yes
ECHO LAKE PARK CONCESSION	6	4	1	na	na	yes
GALLOPING HILL CLUBHOUSE	29	8	1	1	na	yes
GALLOPING HILL LEARNING cntr	2	4	1	na	na	yes
UNION COUNTY - K-9 UNIT	8	5	1	na	na	yes
Masker's Barn	21	5	1	1	na	yes
New Annex - Server Room	16	1	1	na	na	yes
Oriscello Jail Halon System	2	1	1	na	na	yes
RAHWAY RIVER PARK CONCESSION	4	1	1	na	na	yes
Surrogates record Room (old Annex)	6	1	1	na	na	yes
Trailside FM 200 Collection,server Rm	12	4	1	na	na	yes
Union County Fire Academy	13	8	3	na	na	yes
Ash Brook maintenance Facility	14	4	1	na	na	yes
Rahway River Park Maintenance	13	10	1	na	na	yes
CedarBrook Park Maintenance	13	3	1	na	na	yes
Juvenile Detention Center	350	35	1	1	1 floor	na
Parking Garage	20	32	1	1	8 floors	yes
Adult Detention Center	200	4	1	1	1 floor	yes

## 5. HOURLY LABOR RATES

Labor hours are shown in the proposal page for bid purposes only. We have attempted to accurately reflect a true picture of the approximate amount of labor hours that the County anticipates. The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked. **The labor charge should include all travel time. No additional travel charges will be honored.**

The State of New Jersey has decided that the Wage Determination for the field of service applicable to this bid falls under the title: Electrician. If and when the Wage Determination hourly rate is increased by the State, these specifications hereby declare that the wage of determination shall be considered a benchmark and if that benchmark is increased by the State, the contractor will have the ability to ask for an increase in the contracted hourly rate of this public bid in that exact same amount as the posted State increase and, if judged to be in the best interests of the County of Union, a new hourly contract rate will be allowed.

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 serviced detailed herein.

It is the policy of the County of Union to avoid scheduling any work that exceeds 8 hours a day and to avoid scheduling work on Saturdays, Sundays and Holidays. Therefore, the successful bidder will be determined by the regular hourly rate bid. In the rare event that the County asks the service contractor to work after hours, 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 Electrician for Overtime.

The contractor shall be wholly responsible for any and all costs involved in the performance of the specified service, including, but not limited to: Travel expenses, cleanup materials, tools\*, equipment\*, and safety supplies.

\*In the extraordinary event that a particular job needs a tool or piece of equipment outside the parameters of what a qualified contractor would have at his disposal, such as a crane or a specialized diagnostic tool, the contractor shall immediately notify the County employee in charge of the service. The County then may, according to its own best interest:

1. Rent or buy the necessary tool or equipment on quotation from a third party.
2. Instruct vendor to rent tool on the behalf of the County and pass along the charge AT COST to the County. The County shall pre-approve the rental as being of fair market value. No mark-up shall be allowed in this instance.

## 6. REQUESTS FOR REPAIR SERVICES

The service contractor shall have the capability of responding to a request for repair service within **two (2) hours ON SITE**, twenty-four (24) hours per day, seven (7) days per week including weekends and Holidays. Bidders with an office that is further than thirty (30) minutes traveling time from the County Courthouse Complex in Elizabeth shall submit a letter with their bid detailing how they propose to meet the required response time. Request for services affecting the jail, medical patient areas, powerhouse, and the safety of the public shall be regarded as priorities and shall be responded to accordingly. A 24-hour staffed phone number shall be indicated on the appropriate bid form page. Three documented failures to comply shall be considered cause for termination of contract. Emergency service calls shall be defined as safety hazards that cannot wait regular scheduling. Contractor shall respond to regular service calls by scheduling work to occur during regular work hours and within 48 hours of receipt of County purchase order number. Service contractor must sign a log book or e-mail County representative for each visit to a County of Union site, and must verify the site visit with a County representative. Service contractor must provide telephone numbers and/or a 24-hour answering service for this purpose.



The County of Union representative or his designee will be county personnel who will have the authority to make service calls after the bid is awarded.

The County has the right to validate the work performed by the service contractor through the use of phone calls and/or site visits.

The County of Union has existing service contracts for various trades, such as electrician. It would be a requirement of the successful bidder of this contract that he could work seamlessly with the other County contractors and/or County personnel if a repair project contained additional aspects to it other than fire detection service.

All work shall be performed by experienced Siemens certified technicians in a safe and competent manner approved by the County and in compliance with the current local, state, federal and OSHA codes. The contractor must obtain all permits (if applicable) with the local authorities.

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

## **7. FURNISHING REPAIR PARTS**

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

The service contractor must be an authorized Siemens dealer in order to supply the County with Siemens repair parts at the lowest trade price available to an authorized dealer. In order to be reimbursed for Siemens repair parts, the service contractor must supply a Siemens invoice for the parts or a dated page from the current Siemens trade price listing indicating the current trade prices for Siemens repair parts.

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, 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.

## **8. WARRANTY**

Repair parts shall be unconditionally guaranteed for a minimum of one (1) year beginning after the acceptance by the County, including all labor, materials, travel time and freight. Manufacturer's warranty shall apply if greater.

## **9. PAYMENT FOR REPAIR PARTS**

The County estimates spending \$200,000 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 vehicles or at contractors place of business, in order that emergency repairs can be made to the using agency's equipment at once with a minimum of shut-down time.

## **10. INSTRUCTIONS FOR 1C ON BID FORM PAGE**

For the purpose of this Bid: assume repair parts and materials estimate of \$200,000. Calculate percentage of mark up charges on wholesale cost of repair parts by multiplying \$200,000 by your standard markup %, add that product to \$200,000 and put that sum on the appropriate line of the bid form page.

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

## **11. TERMS**

Contract period shall be twenty-four (24) consecutive months upon the signing of the contract with the 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.

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

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 formula used to award the contract will utilize the Rate per Hour-Regular Time price only.

In the rare event that the County asks the service contractor to work after regular hours, the allowance of time and a half and double-time will be accordance to the Wage Determination of Electricians.

The County reserves the right to terminate this agreement with written notice to the contractor thirty (30) days prior to such action.

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID SHALL BE ZERO (0) HOURS AND THE MAXIMUM SHALL BE 1000 HOURS AND THE PROVISION FOR PARTS SHALL BE SET AS ZERO (0) DOLLARS AND THE MAXIMUM SHALL BE 250,000.00 DOLLARS.

## **12. ESTIMATE OF WORK HOURS**

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

NOTHING HEREIN SHALL ENTITLE THE SUCCESSFUL BIDDER TO ANY CLAIM TO AN HOURLY PRICE

INCREASE FOR LOST PROFITS OR FOR ANY OTHER COMPENSATION WHATSOEVER IN THE EVENT THAT THE ACTUAL WORK HOURS SUPPLIED/ REQUIRED UNDER THIS AGREEMENT ARE MORE OR LESS THAN HISTORICAL WORK HOURS OR ANY PROJECTION OF FUTURE WORK HOURS THAT MAY BE CONTAINED HEREIN.

**BID FORM PAGE**  
**(Page 1 of 4)**

Having carefully read the Notice to Bidders, specifications and instructions to bidders, the undersigned hereby agrees to provide **FIRE ALARM SERVICES** at various locations within the County of Union in accordance to the specifications.

**DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.**

**INSPECTIONS & PREVENTIVE MAINTENANCE OF FIRE ALARM SYSTEMS**

*(One (1) year charges need to be itemized for billing purposes)*

<u>Location</u>	<u>Annual Charge for Inspections &amp; Preventative Maintenance</u>		<u>Charges for (2) Years Subtotal for (24) months</u>
1. Union County Administration Building	\$ _____	x 2 =	\$ _____
2. New Annex Courthouse	\$ _____	x 2 =	\$ _____
3. Parking Garage/Detention Center	\$ _____	x 2 =	\$ _____
4. Courthouse Complex - Rotunda/Tower	\$ _____	x 2 =	\$ _____
5. Old Annex/Old Jail/County Clerk Office/ Sheriff's Control Center	\$ _____	x 2 =	\$ _____
6. Andrew K. Ruotolo Jr. Justice Center	\$ _____	x 2 =	\$ _____
7. U.C. Courthouse- Cherry Street Annex	\$ _____	x 2 =	\$ _____
8. Board of Elections & Taxation	\$ _____	x 2 =	\$ _____
9. Child Advocacy Center	\$ _____	x 2 =	\$ _____
10. Cultural & Heritage	\$ _____	x 2 =	\$ _____
11. Children's Shelter	\$ _____	x 2 =	\$ _____
12. Warinanco Park Sports Center	\$ _____	x 2 =	\$ _____
13. Union County Fire Academy & Print Shop	\$ _____	x 2 =	\$ _____

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

**BID FORM PAGE**  
**(Page 2 of 4)**

**INSPECTIONS & PREVENTIVE MAINTENANCE OF FIRE ALARM SYSTEMS - Continued**  
*(One (1) year charges need to be itemized for billing purposes)*

<u>Location</u>	<u>Annual Charge for Inspections &amp; Preventative Maintenance</u>	<u>Charges for (2) Years Subtotal for (24) months</u>
14. Fire Training Center	\$ _____	x 2 = \$ _____
15. Rahway River Park Ulrich Pool	\$ _____	x 2 = \$ _____
16. Rahway River Park Concession Stand	\$ _____	x 2 = \$ _____
17. Rahway River Park Maintenance Facility	\$ _____	x 2 = \$ _____
18. Union County Performing Arts Center	\$ _____	x 2 = \$ _____
19. Ralph Froehlich Public Safety Building	\$ _____	x 2 = \$ _____
20. Colleen Fraser Building	\$ _____	x 2 = \$ _____
21. Engineering Building	\$ _____	x 2 = \$ _____
22. John H. Stamler Police Academy	\$ _____	x 2 = \$ _____
23. Echo Lake Park Boat House	\$ _____	x 2 = \$ _____
24. Trailside Nature & Science Center	\$ _____	x 2 = \$ _____
25. Trailside Nature – Old Museum	\$ _____	x 2 = \$ _____
26. Watchung Stable Main Barn	\$ _____	x 2 = \$ _____
27. Watchung Stable Isolation Barn	\$ _____	x 2 = \$ _____
28. Watchung Stable Administration Building & Storage Garages	\$ _____	x 2 = \$ _____
29. 50 Progress Street	\$ _____	x 2 = \$ _____
30. Deserted Village Church Building	\$ _____	x 2 = \$ _____

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

**BID FORM PAGE**

**(Page 3 of 4)**

**INSPECTIONS & PREVENTIVE MAINTENANCE OF FIRE ALARM SYSTEMS - Continued**

*(One (1) year charges need to be itemized for billing purposes)*

<u>Location</u>	<u>Annual Charge for Inspections &amp; Preventative Maintenance</u>			<u>Charges for (2) Years Subtotal for (24) months</u>
31. Deserted Village Maskers Barn	\$ _____	x 2	=	\$ _____
32. K-9 Search and Rescue Facility	\$ _____	x 2	=	\$ _____
33. Galloping Hill Golf Course Club House	\$ _____	x 2	=	\$ _____
34. Galloping Hill Golf Course Leaning Center	\$ _____	x 2	=	\$ _____
35. Galloping Hill Golf Course Maintenance	\$ _____	x 2	=	\$ _____
36. Ash Brook Golf Course Maintenance	\$ _____	x 2	=	\$ _____
37. Cedar Brook Park Maintenance	\$ _____	x 2	=	\$ _____
38. Sheriff's Control Center	\$ _____	x 2	=	\$ _____
39. Houdaille Quarry – Motor Vehicles	\$ _____	x 2	=	\$ _____
40. Monthly Expense for Sixty (60) Central Station Monitoring Accounts	\$ _____ (Total Cost per month)	x 24	=	\$ _____

**Total Price  
(1-40) For Inspections, Preventive Maintenance &  
Central Station Monitoring Charges**

\$ \_\_\_\_\_  
**Charges for Two (2) Years/All Locations  
(Enter this Total on Bid Form Page 4 of 4, Item# 1a)**

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

**BID FORM PAGE  
(Page 4 of 4)**

**FORMULA FOR AWARD**

<u>Item#</u>	<u>Unit Price</u>	<u>Sub-Total</u>
<b>1a-</b> Total Price for <b>Inspections &amp; Preventative Maintenance</b> (Locations 1-39, Total Price from Bid Form Page 3 of 4)	=	\$ _____
<b>1b-</b> <u>1,000 Hours</u> X Estimated <b>Regular</b> Work Hours For Repairs (24 months)	\$ _____ Hourly Rate	= \$ _____
<b>1c-</b> (\$ 250,000.00 x _____ %) Mark up*	+ \$ 250,000.00	= \$ _____

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

**(Sum of Items# 1a, 1b, 1c) = \$ \_\_\_\_\_ Not To Exceed  
GRAND TOTAL**

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

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

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

A Pre-Inspection of any of the Sites can be made by calling Joseph Signorello at: (732) 558- 4939.

County of Union  
Division of Emergency Services  
Ralph G. Froehlich Public Safety Building  
400 North Ave, East  
Westfield, New Jersey 07090

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

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 EXTENSION AND SHALL NOT EXCEED THE CHANGE IN THE INDEX RATE FOR THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT QUARTERLY CALCULATION AVAILABLE AT THE TIME THIS AGREEMENT IS RENEWED. THE INDEX RATE IS PROMULGATED BI-ANNUALLY BY THE STATE OF NEW JERSEY, DIVISION OF LOCAL GOVERNMENT SERVICES AND IS 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:** \_\_\_\_\_



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

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF UNION:

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

**CHECK HERE** IF **NOT** WILLING TO EXTEND PRICES TO CONTRACTING UNITS LOCATED IN THE COUNTY OF UNION. IT IS UNDERSTOOD THAT THIS WILL NOT ADVERSELY AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE COUNTY OF UNION.

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

\_\_\_\_\_  
Initial

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

**EXPERIENCE STATEMENT**

County of Union, Elizabeth, NJ

The vendor 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.

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Title

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

## **EXPERTISE STATEMENT**

The bidder must provide copies of all the certificates and permits requested on Page 20 under the “Contractors Qualifications” section and attach to this page. These are to include:

- Proof of continuous operation for 15+ years
- Fire Alarm Systems Contractor Business Permit
- NICET level 2 certifications for at least four (4) technicians
- Authorizations and certifications from Siemens

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

**BIDDER SIGNATURE PAGE**

Rev. 3/27/12

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
DATE

**AFFIX CORPORATE SEAL**

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

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

# BUSINESS REGISTRATION Mandatory Requirement

Pursuant to N.J.S.A. 52:32-44, the County of Union ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

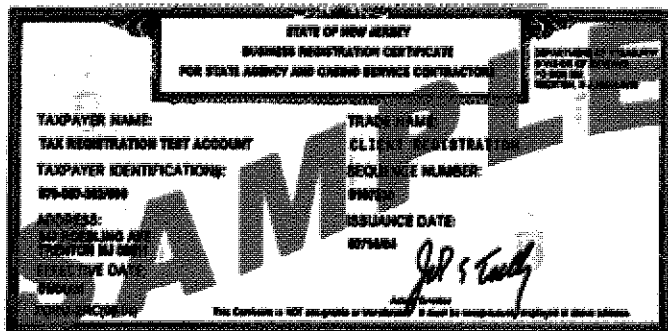
Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

Proof of registration 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	
Taxpayer Name:	TAX REG TEST ACCOUNT
Taxpayer Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1493907
Date of Issuance:	October 14, 2004
For Office Use Only: 2004-000-011203.0023	

ATTACH BRC HERE

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

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

**Part II**

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

**OR**

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

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

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

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

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

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

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

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

**Part IV Certification**

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

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

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

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

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

NAME OF CONTRACTOR

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

(Original signature only; stamped signature not accepted)

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

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

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

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

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

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

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



**CONSENT OF SURETY**

Rev. 5/13/02

\_\_\_\_\_ (Hereinafter called Surety), organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of American, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, herby certifies and agrees that if the contract for which the attached bid is made be awarded to \_\_\_\_\_ (hereinafter called Contractor) for the performance of certain work or the supplying of certain materials, or both, as more particularly set forth in said bid and described for the purposes of this instrument as a bid for \_\_\_\_\_ to the **County of Union** and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance and will provide the Contractor with a bond in the full amount of twenty thousand dollars (\$20,000.00).

\_\_\_\_\_  
NAME OF INSURANCE COMPANY

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE ATTORNEY-IN-FACT FOR INSURANCE CO.

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

**AFFIRMATIVE ACTION REQUIREMENT**

Rev. 6/29/93

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

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

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

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

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

---

Print or type FIRM NAME here

---

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

---

Print or type NAME and TITLE here

---

Print or type DATE

AMERICANS WITH DISABILITIES ACT  
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

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

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

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

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

Name \_\_\_\_\_ (Please print or type)

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

Solicitation Number: \_\_\_\_\_ Vendor/Bidder: \_\_\_\_\_

**PART 1**  
CERTIFICATION

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

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

**CHECK THE APPROPRIATE BOX**

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

**OR**

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

**PART 2**

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

ENTITY NAME: \_\_\_\_\_  
RELATIONSHIP TO VENDOR/BIDDER: \_\_\_\_\_  
DESCRIPTION OF ACTIVITIES: \_\_\_\_\_  
DURATION OF ENGAGEMENT: \_\_\_\_\_  
ANTICIPATED CESSATION DATE: \_\_\_\_\_  
VENDOR/BIDDER CONTACT NAME: \_\_\_\_\_  
VENDOR/BIDDER CONTACT PHONE#: \_\_\_\_\_

*Attach Additional Sheets If Necessary*

**CERTIFICATION**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

*Revised 10/19/17*

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION  
(To be submitted with each bid, proposal or offer exceeding \$100,000)

The undersigned, [Company] \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

\_\_\_\_\_  
Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

**DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

N/A – My agency does not engage in any lobbying activities

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:	<b>5. If Reporting Entity in NO.4 is a Subawardee, enter Name and Address of Prim:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>   CDFA NUMBER, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (las name, first name, MI):</i>	
<b>11. Information request through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone NO.:</b> _____ <b>Date:</b> _____	

Federal Use Only:

Authorized for Local Reproduction Standard Form  
 LLL (Rev. 7-97)

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. A) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimated or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-10046), Washington, DC 20503.



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: \_\_\_\_\_

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

County - UNION

Craft: Electrician

**PREVAILING WAGE RATE**

	06/10/22	05/29/23	06/03/24
Cable Splicer	W66.30 B41.42 T107.72	W68.06 B43.20 T111.26	W69.72 B44.96 T114.68
Foreman (11-20 Journeymen)	W70.52 B44.08 T114.60	W72.39 B45.95 T118.34	W74.15 B47.84 T121.99
Foreman (1-3 Journeymen)	W66.30 B41.42 T107.72	W68.06 B43.20 T111.26	W69.72 B44.96 T114.68
Foreman (4-10 Journeymen)	W69.31 B43.31 T112.62	W71.15 B45.17 T116.32	W72.89 B47.02 T119.91
General Foreman (21-30 Journeymen)	W72.32 B45.20 T117.52	W74.24 B47.14 T121.38	W76.06 B49.06 T125.12
General Foreman (31-60 Journeymen)	W78.35 B48.96 T122.31	W80.43 B51.07 T126.00	W82.39 B53.15 T129.69
General Foreman (61+ Journeymen)	W79.56 B49.71 T129.27	W81.67 B51.85 T133.52	W83.66 B53.97 T137.63
Journeyman	W60.27 B37.66 T97.93	W61.87 B39.30 T101.17	W63.38 B40.89 T104.27
Sub-Foreman	W68.71 B42.94 T111.65	W70.52 B44.79 T115.31	W72.25 B46.61 T118.86

Craft: Electrician

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	49%	58%	68%	80%		of Jour	neyman	Wage	Rate
Yearly	40%	49%	58%	68%	80%		of Jour	neyman	Wage	Rate
Benefit	40%	49%	58%	68%	80%		of Jour	neyman	Benefit	Rate

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

**COMMENTS/NOTES**

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

County - UNION

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work in new construction.
- Teledata work involving 16 Voice/Data Lines or more.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

- 1 to 3 Journeymen- 1 must be a Foreman (Foreman/1-3 Journeymen rate).
- 4 to 10 Journeymen- 1 must be a Foreman (Foreman/4-10 Journeymen rate).
- 11 to 20 Journeymen- 1 must be a Foreman (Foreman/11-20 Journeymen rate) and 1 must be a Sub-Foreman.
- 21 to 30 Journeymen- 1 must be a General Foreman (General Foreman/21-30 Journeymen rate) and 2 must be a Sub-Foreman.
- 31 to 40 Journeymen- 1 must be a General Foreman (General Foreman/31-40 Journeymen rate) and 3 must be a Sub-Foreman.
- 41 to 50 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 4 must be a Sub-Foreman.
- 51 to 60 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 5 must be a Sub-Foreman.
- 61+ Journeymen- 1 must be a General Foreman (General Foreman/61+ Journeymen rate) and 6 must be a Sub-Foreman.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM) shall receive 8 hours pay for 7.5 hours work + an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift (12:30 AM to 6:00 AM) shall receive 8 hours pay for 7 hours work + an additional 10% of the regular rate, per

OVERTIME:

Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.