

SPECIFICATIONS FOR:
HVAC AND BOILER MAINTENANCE
CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
MARK REDFIELD
DPW DIRECTOR

NOTICE TO BIDDERS

Sealed bid proposals will be received, opened and read in public by the Director of Purchasing at 394 Central Avenue, 2nd Floor, Jersey City, New Jersey 07307 at 11:00 A.M. on _____, 2015.

HVAC AND BOILER MAINTENANCE, JERSEY CITY, NEW JERSEY

Contract documents , specifications, and bid forms may be downloaded by going online to www.bidsync.com . Questions by prospective bidders concerning this bid must be done online at www.bidsync.com.

Bidders (Contractors) are required to comply with requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27. No firm may be issued a contract unless it complies with the equal employment opportunity and affirmative action provisions. These provisions require a careful reading and are incorporated herein by Reference. Bidders are also required to comply with the requirements of P.L. 2004, c. 57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury, as well as other provisions as listed in the Contract Documents.

Proposals **MUST BE ACCOMPANIED** by a Bid Bond or Certified Check, made payable to the City of Jersey City, in an amount equal to Ten (10%) Percent of the Bid but not in excess of \$20,000.00 made payable to the City of Jersey City.

Bids may be submitted in person, or may be sent by certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado, Director of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, N.J. 07307. Bids sent by mail must be received by the Director of Purchasing no later than 4:00 P.M. on the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Director of Purchasing no later than 11:00 A.M. at 394 Central Avenue, 2nd Floor, Jersey City, N.J. 07307 on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director of Purchasing. Bid proposals must comply with specifications.

The City Director of Purchasing reserves the right to reject any and all bids received, or portion thereof, if deemed to be in the best interest of the City.

INFORMATION TO BIDDERS

1. CONTRACT DOCUMENTS:

The contract consists of the following documents:

Information to Bidders
General Conditions
Technical Specifications
Addenda (If any, issued prior to the Bid Date)
Bid Proposal Bid Documents

With the exception of addenda, the above documents are bound herein and comprise the contract booklet.

Throughout the Contract Document, the term City shall mean the City of Jersey City, the term Bidder, shall mean a party submitting a bid in response to the City's Notice to Bidders. The term Contractor shall mean the lowest responsible Bidder awarded a contract by the City.

Notice to Bidders shall mean the published newspaper advertisement soliciting bids.

Bid shall mean the completed Bid Proposal with attached executed bid documents, bound in the Contract Book.

Cash allowance shall mean a sum included in the contract that covers items under Auxiliary Materials in the Technical Specifications and materials not embraced in the Technical Specifications.

2. INTENT OF CONTRACT:

Under this contract, the bidder shall furnish all materials, equipment, and tools in strict accordance with the contract. The intent of the Contract is to obtain comprehensive maintenance and repair service in a manner satisfactory to the City. It shall be understood that the bidder has satisfied himself as to the full requirements of the Contract and has based his/her Bid Proposal upon such understanding.

3. FAMILIARITY WITH WORK:

It is the obligation of the Bidder to fully read and examine the Contract Documents to consider fully all other matters which can in any way affect the work under the Contract, and he/she agrees to this obligation in the signing of the Contract. The City assumes no responsibility whatsoever with respect to ascertaining for the Bidder such facts concerning physical characteristics at the delivery site(s), etc. The Bidder agrees that he/she will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the Contract, on his/her part, or of any failure to fully acquaint himself/herself with all conditions relating to the Contract.

4. INTERPRETATIONS OR ADDENDA:

Should a Bidder find discrepancies or omissions from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the following:

John McGrath, Director, Division of Buildings & Street Maintenance
CITY OF JERSEY CITY
13-15 Linden Avenue East
Jersey City, New Jersey 07305

Should a Bidder find discrepancies or omissions from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent in writing via BidSync. No oral interpretation will be made to any Bidder as to the meaning of the Contract documents or any part thereof. Every request for such interpretation shall be in writing and to be given consideration, must be received at least fifteen (15) calendar days prior to the date fixed for the opening of bids, to allow the Director, Division of Purchasing to issue an addendum prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the Specifications which, if issued, will be mailed by registered mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purpose). All addendum so issued shall become part of the Contract documents and shall be read immediately prior to the opening of the bids by the Director, Division of Purchasing who shall give each Bidder or representative present an opportunity to withdraw the bid before any bids are opened. Any objection arising out of the addendum subsequent to the opening of bids will not be considered. Failure of any Bidder to receive any such addendum or interpretation or to attend the reading of the bids shall not relieve such Bidder from any obligation under the bid as submitted, including such addendum. The City will not be responsible for any other explanations or interpretations of the Contract documents.

5. SUBMITTING BID:

Each Bid must be submitted on the prescribed Bid Proposal form which shall not be removed from the Contract Book. All entries must be in ink or typewritten. Bidders shall submit their Bid in sealed envelopes. On the outside of the envelope shall be stated the name and address of the bidder and the name of the work as shown in the Notice to Bidders.

When the Bid is made by an individual his/her Post Office Address shall be stated and he/she shall sign the Bid. When made by a firm or partnership its name and Post Office Address shall be stated, and the Bid shall be signed by one or more of the partners. When made by a corporation, its name and principal Post Office Address shall be stated and the Bid shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases. Bids shall be delivered in person to the City Purchasing Agent at the time and place stated in the Notice to Bidders, and they will be publicly opened and read aloud on the date place and the time set and stated in the Notice to Bidders.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to Peter Folgado, Director, Division of Purchasing, 394 Central Avenue, Second Floor, Jersey City, New Jersey, 07307. Bids sent by mail must be received by the Purchasing Agent no later than 4:00 P.M. on the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Purchasing Agent no later than 11:00 a.m. on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bid must be submitted individually in a sealed envelope addressed to the Purchasing Agent. Bid proposals must comply with specifications.

6. BID DOCUMENTS:

The Bid Documents to be included in the sealed envelope with the Bid shall include but not be limited to the following:

1. *Certificate of Experience of General Contractor.
2. Certificate of Experience of Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal pursuant to N.J.S.A. 40A:11-16.
3. Non-Collusion Affidavit
4. * Corporation or Partnership Statement
5. * Bid Guarantee
6. New Jersey Business Registration Certificate of General Contractor and all Subcontractors listed on the Plant and Questionnaire in the proposal, pursuant to N.J.S.A. 40A:11-16.
7. Equality Information on Substituted Items (if applicable)
8. * Written acknowledgement of Addendum (if issued), pursuant to N.J.S.A. 40A: 11-23.2(e)
9. Form MWBE- Minority / Woman Business Enterprise (MWBE) Questionnaire for Bidders.
10. Public Works Contractor Registration Certificates for bidder and all Subcontractors named in bid proposal are required pursuant to N.J.S.A. 34:11-56.48 et seq.
11. Exhibit A Mandatory Equal Employment Opportunity Language

Failure to include the bid documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the bid at the time of the bid reception.

The contractor/bidder and all subcontractors named in the bid proposal must be registered with the Department of Labor pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. at the time the bid proposal is received, or the proposal will be determined to be non-responsive and will be rejected. Any non-listed subcontractor must be registered with the Department of Labor prior to physically starting work. A contractor desiring to register should contact the Contractor Registration Unit, Division of Wage and Hour Compliance, New Jersey Department of Labor, P.O. Box 389, Trenton, New Jersey 08625-0389, telephone no: (609) 292-9464, fax No:(609) 633-8591, email: contreg@dol.state.nj.us , website: www.nj.gov/labor/lasse/lspubcon.html.

7. BID GUARANTEE:

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of not less than 10% of the total amount bid in the Bid Proposal, but the Certified Check, Cashier's Check or Bid Bond or any combination thereof shall not exceed \$20,000.00. No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the Bidder shall execute the Contract.

The bid bond is offered as a guarantee, made by a surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute bid bonds on behalf of the surety company. Included with the bid bond must be such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

8. WITHDRAWAL OF BID:

A Bid, after having been submitted, may be withdrawn by the Bidder on a given Contract prior to the opening of any bid for that Contract.

N.J.S.A. 40A:11-23.3 authorize a bidder to request withdrawal of a public bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error** or an **unintentional omission of a substantial quantity of labor, material, or both from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing** by certified or registered mail to: Peter Folgado, Director, Division of Purchasing, 394 Central Avenue, Second Floor, Jersey City, New Jersey 07307. The bidder must request withdrawal of a bid due to a mistake, as defined by law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Peter Folgado, Director, Division of Purchasing may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The City will not consider any written request for a bid withdrawal for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by the bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

9. CAUSES FOR REJECTION:

Bids from bidders who are found to be unqualified and Bids not accompanied by all required and properly completed bid proposals and bid documents shall be rejected.

In addition, causes for rejection of Bids may include but not be limited to the following:

- A. if prices are obviously unbalanced,
- B. if received from Bidders who previously performed work in an unsatisfactory manner,
- C. if the Purchasing Agent, at his/her sole discretion, deems it advisable to do so in the best interest of the City of Jersey City,
- D. if conditions, limitations or provisions are attached by a Bidder to his/her Bid, if Proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and property executed,
- E. if the bidder does not own sufficient or satisfactory equipment to perform the work.

10. RETURN OF BID GUARANTEES:

The Bid Guarantees of all except the apparent three (3) lowest responsible bidders for the Contract will be returned within ten (10) working days after the opening of bids. The returned bids of such bidders will be considered as officially withdrawn. Within three (3) working days after awarding the contract, the bid guarantees of the remaining unsuccessful bidders will be returned.

Upon execution of the contract by the successful bidder, and the receipt of the certificate of insurance, the bid guarantee of the lowest bidder will be returned. No interest will be paid on any form of bid guarantee.

11. AWARD OF CONTRACT:

The Contract, if awarded, will be awarded to the lowest responsible, qualified bidder whose Bid complies with the requirements as stated herein. Bids may be rejected where the prices as bid are obviously unreasonable. Award of the contract will be announced by the Municipal Council of the City of Jersey City.

a. **BID FOR UNIT PRICES CONTRACT:**

The Bidder shall state on the Proposal Form the price per unit of measure for each scheduled item of work for which he will agree to carry out the work, and the total price for the performance of the Project, as determined by multiplying each estimated quantity by the price per unit of measure bid and adding together the resulting amounts. Unit prices shall be given in writing and in figures and in the case of variance the prices in writing shall prevail.

b. **BID FOR LUMP SUM CONTRACT:**

Lump Sum Bid, Base Bid prices and Alternates shall be in figures and words. In case of discrepancy the amount described in words shall govern. If any of the alternates listed in the Proposal Form does not involve change in price, the Bidder shall so indicate by writing the words "no change" on the space provided. If the Base Bid is within the amount of funds available to finance the maintenance contract and the City wishes to accept alternate bids, then contract award will be made to that responsible bidder submitting the low combined bid, consisting of the base bid plus alternate bids. Under this procedure, if the City wishes to make award on only the base bid, then contract award will be made to that responsible bidder submitting the low base bid.

The Purchasing Agent may consider informal any Bids not prepared and made in accordance with the provisions stated herein and may waive or reject any or all bids. Bids containing any conditions, omissions, unexplained erasure or alterations, or items not called for in the Bid Proposal, or irregularities of any kind may be rejected by the City.

The Municipal Council will either award the Contract or reject all Bids received within sixty (60) days after the formal opening of Bids. The award of contract will be a notice in writing signed by the Purchasing Agent.

12. TIME FOR EXECUTING CONTRACT & LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

Any bidder whose Bid is accepted will be required to execute four (4) copies of the Contract and furnish satisfactory insurance certificate to the City of Jersey City within ten (10) days after notice of acceptance. The successful bidder, upon his failure or refusal to execute and deliver the signed contract and certificate of insurance within the required time shall forfeit the certified check, cashier's check or bid bond to the City as liquidated damages for such failure or refusal.

The damages to the City of Jersey City for breach as above provided include the loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the bid of such Bidder shall be retained by the City of Jersey City, not as a penalty, but as liquidated damages for such breach. In the event any bidder whose bid has been accepted shall fail, refuse or resist to execute the contract as herein before provided, the Municipal Council at its option, may determine that such Bidder has abandoned the Contract and thereupon his/her bid and the acceptance thereof shall be null and void, and the City shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City of Jersey City. Any materials delivered prior to said execution of contract shall be at the Bidder's risk.

13. CERTIFICATE OF INSURANCE:

The Bidder shall also supply to the City, at the time the Contract is signed by the Bidder, a Certificate of Insurance in such amounts as described elsewhere in these Contract Documents, which will be maintained by the Bidder during the life of the contract. The City of Jersey City shall be named as an additional insured on Certificate.

14. ESTIMATED QUANTITIES AND UNIT PRICES:

The Unit Price bid in each of the items included in the Bid Proposal shall cover all costs of whatever nature, incidental to the that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of bids. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Contractor shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

15. LUMP SUM PRICE:

The Lump Sum Price in the Proposal shall cover all costs of whatever nature, incident to and growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation, and all else necessary to perform and complete the maintenance work in the manner and within the time required, and all incidental expenses for unforeseen difficulties encountered for settlement of damages, and for replacement of defective work and materials.

16. CHANGES IN EXTRA WORK:

The City, through its representative, may at any time desire changes in either the quantity or the quality of maintenance work to be performed or furnished. These changes may be such as to either increase quantities specified or may call for extra materials not contemplated in the original "Schedule of Prices" in the Bid Proposal.

When the extra services are of a kind not embraced in the Bid Proposal, the Contractor shall be furnished a written order signed by the representative and approved by the Municipal Council. Said order shall state the extra service to be supplied and the amount to be paid therefore. The price stated in this written order representing the same to be added to from the contract amount shall be determined as follows:

- (1) By such applicable unit prices, if any, as are set forth in the contract: or
- (2) If no such unit prices are set forth, then by a unit price mutually agreed upon by the City and the Contractor; or
- (3) If no such unit prices are so set forth, and if the parties cannot agree upon a unit price, then no condition of this contract shall prevent the City from seeking Bid proposals from other contractors.

The provisions herein shall not affect the power of the Contractor to act in the case of emergency. Under no circumstances shall the Contractor perform work in excess of the quantities delineated in the Bid Proposal without a written Change Order issued by the City's representative after receiving the approval of the Municipal Council. The City shall not be liable for any claims for work performed outside the Contract amounts unless so authorized by a written Change Order.

It is understood and agreed to by the Contractor that any delays necessary to institute a Change Order; resolved by the City Council will not be a basis for claims for additional compensation.

17. SUBSTITUTIONS:

Each bidder represents that his/her Bid is based upon the materials and equipment described in the contract documents.

Where materials are specified by a trade name or manufacturer's model or catalog number, the named product shall be construed to read: "or equivalent". If a bidder substitutes any material other than those named in the contract documents, such material shall be equivalent in all respects to the named products specified. The burden of submitting adequate information to prove the equivalency of substituted materials shall be the responsibility of the Contractor. All information necessary to prove equivalency of substituted materials should be included with the Bid submitted at the bid reception. Proposed substitutions shall satisfy all design conditions including performance and physical properties which will be reviewed prior to approving the substitute; physical dimensions, pattern, colors, weight effect on other trades, availability, cost, performance and test data guarantee and other properties. Where a Contractor substitutes materials, he/she shall submit two samples of materials specified and two samples of material considered by the Contractor to be an equivalent, along with technical information on each. Where a Contractor's information on a product is insufficient to determine "equivalency", laboratory tests will be required. A private laboratory will be selected by the City to conduct the test, the cost of which will be paid by the contractor regardless of the test result.

The contractor shall substantiate in writing by economic analysis, that items offered as equivalents will cause no addition in maintenance, fuel or utility cost over the items shown or specified and have an equal life expectancy.

If after review of all submitted material, the substitution is deemed not an equivalent, the bid will be rejected.

All materials, equipment and assemblies shall be accompanied by manufacturer's instructions pertaining to installation, use and maintenance as applicable, so as to be suitable for the intended purpose or service in the proposed methods of construction. All materials shall be used in strict accordance with manufacturer's instruction, which will include instructions for appropriate reconditioning of existing or previously applied materials in a manner that will provide conditions to ensure satisfactory completed work.

18. RESPONSIBILITY FOR MATERIALS:

The Contractor assumes full responsibility for materials and equipment supplied and agrees to make no claim against the City of Jersey City for damages to such materials and equipment from any cause whatsoever, until its final acceptance.

The provisions of the foregoing paragraph shall not be a waiver of the Contractor's guarantee to replace defective work and materials during the maintenance period after date of acceptance.

The Contractor shall make good all material damaged or destroyed before the final acceptance, the cost thereof shall be included in the prices bid for the various items scheduled in the Bid Proposal.

19. LAWS, ORDINANCES & REGULATIONS:

The successful bidder must secure all insurances, licenses and pay any inspection in accordance with provisions as set forth in laws, ordinances, and regulations by all governmental agencies affecting the work at his/her own expense. The successful bidder shall be solely responsible for any damage resulting from his/her neglect to obey all laws, regulations, rules, and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract.

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in his/her service, or which in any way affect his/her service. He/She shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order, or decree, whether by himself/herself or his/her employees.

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

21. INSURANCE:

Certificates of General Liability and Workmen's Compensation Insurance satisfactory to the City shall be filed with the City at the time the contract is signed. All of the Contractor's insurance coverage shall contain a clause indemnifying and saving harmless the City of Jersey City and its agents from any and all liability of whatever nature arising from the execution of the contract, including attorney's fees and costs in connection with the defense of such claims. The certificate of insurance furnished by the Contractor shall spell out specifically that the above indemnification is guaranteed by the policy.

The Contractor shall not commence work under the Contract or under any special condition until he/she has obtained all insurance as required under the following sub-paragraphs, and until such insurances have been approved by the City.

The Contractor shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance for all his/her employees or any other persons evolved in the execution of this contract.

The Contractor shall obtain and keep in force during the term of the Contract, General Liability and Property Damage Insurance with companies and in a form to be approved by the City. Said insurance shall provide coverage to the Contractor, any subcontractor performing work provided by this Contract, and the City. The City of Jersey City, its officers, agents, servants, and employees as their interest may appear, shall be named as an additional insured on said policy insofar as the work and obligations performed under the Contract are concerned. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the City, the Contractor or the subcontractor or by anyone directly or indirectly employed by either of them. The minimum policy limits of such insurance shall be as follows:

A. Comprehensive General Liability Insurance:

In an amount not less than \$1,000,000 for injuries, including wrongful death, to any one person, and subject to the same limit for each person, and an amount of not less than \$2,000,000 on account of one accident, and property damage insurance in an amount of not less than \$100,000 for each accident, and for an aggregate limit of not less than \$300,000. This policy shall contain a broad form contractual coverage endorsement. This insurance

shall be written with an acceptable company authorized to do business in the State of New Jersey, shall be taken out before any operations of the Supplier are commenced, and shall be kept in effect until all operations shall be satisfactorily completed. Provide product liability endorsement in the above stated amounts.

B. Automobile Insurance:

(a) Automobile Liability Insurance in an amount not less than \$1,000,000 on account of injury or death per occurrence; (b) Property Damage Coverage in an amount not less than \$100,000 per occurrence.

C. Notice of Change:

Each and every insurance policy required by the terms of this Contract shall carry endorsement to the effect that the insurance company will give at least thirty (30) days notice to the City of any modification or cancellation of any policy or policies.

22. INDEMNITY:

The Contractor agrees to save the City of Jersey City, its officers, agents, servants, and employees as their interest may appear, harmless from all loss or damage occasioned to it or to any third person or property by reason of any carelessness or negligence on the part of the City, the Contractor, agents, and employees in the performance of the Contract and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City of Jersey City, its officers, agents, servants and employees as their interest may appear, by any third person alleging injury by reason of such carelessness or negligence, and will pay any judgment which may be obtained against the City of Jersey City, its officers, agents, servants, and employees as their interest may appear, in such suit.

The cost of such indemnification shall be included in the prices bid for the various scheduled items in the Proposal. So much money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the City, may be retained by the City and held until such suits, actions, claims or amounts shall have been settled and suitable evidence to that effect furnished to the City.

23. PREVAILING RATE OF WAGES ON PUBLIC CONTRACTS:

The attention of all bidders is specifically called to the fact that wages rates determined by the Commissioner Of Labor and Industry, in accordance with the provision of Chapter 150 of the Laws of 1963, commonly known as the Prevailing Wage Act, shall be required to be paid for all services performed under this contract.

Nothing in this act however shall prohibit the payment of more than the prevailing wage rate to any workman employed on a public works project.

The Contractor shall keep an accurate record showing the name, trade and actual hourly rate of wages paid to each workman employed by him in connection with a public works contract and such records shall be preserved for two (2) years from date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the commissioner.

The State of New Jersey Department of Labor and Industry prevailing wage rates are made a part of this Contract for performance of the work described.

GENERAL CONDITIONS OF THE CONTRACT

GC-1 PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall conduct his work with the least possible obstruction to traffic. The convenience of the public and of the residents adjacent to a work facility, along with the protection of persons and property, are of first importance and shall be provided for by the Contractor in an adequate and satisfactory manner. Fire hydrants shall be kept accessible.

The Contractor shall conduct his/her operations in such a manner as to provide maximum safety for all employees and the public as well. He/She shall comply promptly with such safety regulations as may be prescribed by the City, to properly correct any unsafe conditions created by or unsafe practices on part of his/her employees. In the event of the Contractor's failure to comply, the City may take the necessary measures to correct the conditions or practices and all costs thereof will be deducted from any monies due the Contractor. Failure of the City to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility herein.

GC-2 ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and the rules and regulations of U.S. Occupational Safety & Health Administration (OSHA), shall be observed.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of the contract at all times.

GC-3 PROPERTY DAMAGE:

The Contractor shall protect all property, monuments, trees, existing structures, utilities and work of any kind against damage or interruption of service which may be caused by execution of this contract. Damage, injury, loss, or interruption of service resulting from the failure to do so shall be repaired or restored promptly by the Contractor at his/her own expense.

The Contractor shall not enter on or make use of private property in the prosecution of the contract unless written permission there for is secured in duplicate, from the owner, one copy of which shall be filed with the City. He/She shall promptly restore or repair, without cost to the City and in a manner satisfactory to its owner, property damaged or destroyed by his operations. Special attention shall be given to the protection of existing landscape features and vegetation.

GC-4 OTHER CONTRACTORS:

The right is reserved by the city to do work with its own employees or with the use of contractors and to permit public utility companies and others to do work during the progress of the service contract. The Contractor shall conduct his work and cooperate with such utility companies and others so as to cause as little interference as possible with their work, as the Division Director may direct. The Contractor shall allow other contractors and utility companies and their agents access to their work. The Contractor shall and hereby does agree, to make no claims against the City for additional payment due to delays or other conditions created by the operations of such other parties. If there be a difference of opinion as to the respective rights of the Contractor and others doing work, the City will decide as to the respective rights of the various parties involved in order to secure the completion of the City's work in general harmony and in a satisfactory manner. The City's decision shall be final and binding on, and shall not be cause for claims by the Contractor.

The Contractor will be held responsible for any damage done or caused by his work or forces to the work performed by other Contractors or utility companies, and he shall repair or make good any such damage in a manner satisfactory to the Division Director and without cost to the City.

GC-5 PATENTS:

The Contractor shall hold and save the City of Jersey City, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

GC-6 CONTRACTOR'S ORGANIZATION & EQUIPMENT:

Methods and Equipment. The Contractor shall at all time employ competent supervision, labor and adequate equipment for prosecuting the several classes of work to full completion in the manner and time required by these Specifications.

All workmen shall have sufficient skill and experience to perform properly the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Should the Contractor fail to remove any employee from work when requested or fail to furnish suitable and sufficient personnel and equipment for the proper prosecution of the work, the City may suspend the work by written notice until compliance with such order.

All equipment which is used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other highways will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract.

When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the City. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, he may request authority from the Division Director to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the City determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the City may direct. Unless otherwise provided, no change will be made in basis of payment for the construction items involved nor in Contract time as a result of authorizing a change in methods or equipment under these provisions.

The workmen shall be competent, English-speaking and shall perform their work in a neat and workmanlike manner. Any workman not properly qualified for his work or who is doing it in an unsatisfactory manner or contrary to the Specifications or the City's instructions, or who is disorderly, shall be discharged if so requested by the City, and shall not be employed again on the contract work except with the approval of the City. The number of workmen shall be sufficient, in the opinion of the

City, to insure the execution of the contract work.

GC-7 MATERIALS AND WORKMANSHIP:

All materials, tools and equipment supplied shall be new, except where reclaimed materials are indicated, and shall be furnished by the Contractor, and shall be approved by the City. Request for approval of materials shall state the proposed source. Materials not satisfactory shall be replaced by the Contractor without expense to the City.

The Contractor shall comply with provisions of the N.J. revised statutes 52:33-2 requiring that preference be given to the use of domestic materials.

The Contractor shall do all things necessary in connection with his work, and shall leave the premises in as good condition as found furnishing new materials and work if necessary.

The Contractor shall and will in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with all documents covered by this contract and any and all supplemental documents, and in accordance with the directions of the City as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the City.

The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

GC-8 SAMPLES, CERTIFICATES AND TESTS:

The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or upon request of the City. No such material or equipment shall be manufactured or delivered, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the City.

Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the City will have such check tests made as deemed necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.

GC-9 INSPECTION:

The City shall have the right to inspect all materials furnished, including the preparation, fabrication and manufacture in mill, plant, shop and field of the materials to be supplied, and may assign an Inspector or other authorized representative for this purpose. The Contractor shall provide all facilities necessary for such inspection and shall furnish or cause to be furnished to the said Inspector or other authorized representative safe access at all times to the places where preparations, fabrication or manufacture of materials is in progress, as well as such information and assistance as may be required to make a complete and detailed inspection. The City may undertake the inspection of materials at the source.

GC-10 CONTRACTOR'S TITLE TO MATERIALS:

No materials shall be purchased by the Contractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplied by him, free from all liens, claims or encumbrances.

GC-11 ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City, provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City.

If consent is given, the Contractor will be permitted to assign a portion of the contract, but shall retain not less than ninety-five percent (95%) of the original contract amount, except that any items designated in the contract as "specialty items" may be assigned and the cost of any such specialty items so supplied by others may be deducted from the original contract amount before computing the amount of the contract required to be supplied by the Contractor. No assignments shall relieve the Contractor of his liability under the contract.

No assignment, approval of an assignment, or any other action shall create any contractual relation between assignee and the City of Jersey City. The Contractor shall be liable and responsible for any action or lack of action of an assignee. Contractor and assignee shall be charged with all direct, imputed or presumed knowledge the others might possess.

No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for performed services rendered, and materials, tools, and equipment supplied under this Contract in favor of all persons, firms, or corporations rendering such materials, tools, or equipment.

GC-12 SERVICE CALLS:

Upon award of the contract, the City's representative shall designate in writing the staff members authorized to place a service call. Authorization from any other person(s) shall not be honored for payment under this contract.

When a service call is placed, the Contractor shall be given an order number which must appear on the monthly invoice. Any invoice received without an order number issued by a designated staff member, shall not be honored for payment under this contract.

The Contractor shall give the City of Jersey City preferential service over non-contract customers when tilling orders and making deliveries.

The Contractor agrees to answer all calls in the matter and time prescribed under the technical specifications.

GC-13 CLEAN-UP:

The Contractor shall at all times keep the work areas and adjacent areas free of waste material, debris, rubbish and other unsuitable materials caused by his employees or work and shall remove same from any area of the site immediately, and additionally, if in the opinion of the Architect such material, debris, rubbish, equipment or other material constitutes a hazard or nuisance. The Contractor shall not allow equipment nor materials to encumber any egress path. No equipment shall be left unattended.

GC-14 AUTHORITY OF THE DIRECTOR/DIVISION DIRECTOR:

The City representative shall make all necessary explanations as to the meaning and intent of the Contract Documents, shall give all orders and directions contemplated under the Contract, and in every case in which a difficult or unforeseen condition shall arise in the performance of the work the City's representative shall determine the adequacy of the Contractor's methods, plant, and appurtenances. He /She shall determine in all cases the quantity, quality, and acceptability of the several kinds of work and materials and shall determine all questions in relation to the work and the construction thereof.

In case there is any inconsistency or ambiguity in the Contract brought to his attention by the Contractor, the Division Director shall base his decision upon the premise that the more stringent interpretation was made by the Contractor in the submission of his bid. The City's representative shall decide any difference or conflicts which may arise between the Contractor and other Contractors of the City in regard to their work.

GC-15 PAYMENTS:

The Contractor will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to meet this schedule shall not entitle the Contractor to interest charges, penalties or any other type of escalation of the invoiced amount.

Invoices for payments shall be submitted on the Contractor's standard invoice previously approved by the City's designee. Invoices shall itemize each order based on the categories established in the Bid Proposal and shall highlight the order number provided by the City's designee. In addition, each invoice shall reference the City's purchase order number supplied by the Purchasing Agent at the time of contract award. In addition to the Contractor's invoice, the Contractor shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

All materials covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility of all the terms of the Contract.

The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of assignees, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to the Contractor.

In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City, shall be considered as a payment made under the contract by the City to the Contractor, and the City shall not be liable to the Contractor for such payment made in good faith.

The City may withhold payment for any of the following:

- a. Defective material not corrected.
- b. Claims filed or responsible evidence indicating probability of filing claims.
- c. Failure of the Contractor to make proper payments to assignees or for material or labor.
- d. Unpaid damages by the Contractor to assignees, the City or any other agency or person.
- e. The Contractor is found to be in default.

No payment voucher shall protect the Contractor and no claim shall be founded thereon by the Contractor in case of overpayment or in case it shall at any time appear that the Contract or any part thereof have not been completed in strict accordance with the Contract Documents.

Errors in any monthly bill, on being discovered, shall be rectified by the City in subsequent measurements and bills.

GC-16 STATED ALLOWANCES:

The Contractor shall include in his proposal the cash allowances if any, stated in the Technical Specification Conditions and/or Bid Proposal. The Contractor shall purchase the "Allowed Materials" as directed by the Architect on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowances", the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the contract specifications covering this work.

GC-17 ACCEPTANCE OF PARTIAL PAYMENTS AS RELEASE:

The acceptance by the Contractor of any partial payment shall be and shall operate as a release to the City of

Jersey City of all claims and all liability to the Supplier for all things done or furnished in connection with this payment and for every act and neglect of the City of Jersey City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligation under this contract.

GC-18 RIGHT OF THE CITY TO DECLARE CONTRACTOR IN DEFAULT:

The Business Administrator of the City of Jersey City has the right to declare the Contractor in default under the following circumstances:

- a) If the work to be done under this Contract is abandoned.
- b) If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- c) If the Contractor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the City's designee with respect to the contract.
- d) If the Contractor violates any of the provisions of this Contract or shall not perform the same in good faith.
- e) If the Contractor fails to make prompt payment to persons supplying labor or materials for the work.
- f) If the Contractor assigns or sublets the work otherwise than as specified.
- g) If the Division Director is of the opinion, and has certified in writing, that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor is not complying with the order of the Division Director, or that sufficient workmen, materials, plant, tools, supplies, safety standards, or other means of carrying on the work are not provided to carry out all the requirements of the Contract.

The Business Administrator shall serve written notice to the Contractor ordering the Contractor not to begin, or not to resume, or to discontinue all work under this Contract for any of the above stated reasons.

In case such expenses shall exceed the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the City of Jersey City.

Should such expense be less than the amount payable, under this Contract, had the same been completed by the Contractor, the Contractor or his Surety shall receive the difference after deducting the amount retained as herein before specified.

All the work undertaken by the City of Jersey City, by contract or otherwise shall be certified by the Division Director as to the amount of work done, the cost and amount of excess cost, if any. Such certification shall be binding and conclusive upon the Contractor, his sureties, successors, assigns or lienors.

In case this Contract, or any alterations or modifications thereof be thus terminated, the decision of the Business Administrator shall be conclusive, and said Contractor shall not be allowed to claim or receive any compensation or damages for not being allowed to proceed with the contract.

GC-19 EQUAL OPPORTUNITY:

Bidders (Contractors) are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. No firm may be issued a contract unless it complies with these equal employments opportunity and affirmative action provisions. These provisions require a careful reading.

Refer to Exhibit A (Mandatory Equal Employment Opportunity language for Goods, Professional Service and General Service Contracts) and additional Equal Employment Opportunity/Affirmative Action requirements found at the back of the Specification. Questions in reference to EEO/AA or Minority/Women Owned Business Enterprise should be directed to the Office of EEO/Affirmative Action, 280 Grove Street, Room 103, Jersey City, New Jersey 07302 or please call 201-547-4533.

GC-20 PROOF OF BUSINESS REGISTRATION

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which requires that each bidder (contractor) submit proof of business registration with the bid proposal or prior to the contract award. Proof of Registration shall be a copy of the bidder's Business Registration Certification (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.njgov/njbgs or by phone at (609)292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide good or perform service for a contractor fulfilling the contract:

- a) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business of business registration to the contractor;
- b) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- c) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use 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.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides fails business registration information shall be liable to a penalty of \$25 for each day of violation, not the exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-1730.

HVAC AND BOILER MAINTENANCE CONTRACT FOR PUBLIC BUILDINGS

SUPPLEMENTARY CONDITIONS

1. EXAMINATION OF SITES:

Every prime and subcontractor shall study the conditions at the site(s) thoroughly before submitting his bid. No allowance for extra charges will be permitted because of lack of knowledge of all conditions peculiar thereto except such conditions as are indeterminable before the commencement of the work.

2. CHARGE OF SITES:

The contractor shall take site as found, and shall assume charge of his work throughout the site until completion and acceptance of project by the Division Director.

The contractor shall cooperate fully and coordinate his work with the City, all utility companies, and all other contractor(s) so that all work is completed on time, with good workmanship and in a harmonious and efficient manner.

The contractor shall be responsible for the security of all his materials, equipment, facilities within the confines of each site.

It shall be the responsibility of the contractor to provide all necessary work of a permanent or temporary nature to safeguard public and construction site.

Work scheduling shall take into full consideration the requirements of the City with respect to minimal disruption of existing functions by demolition and alterations, including the following:

- a. Electrical.
- b. Accessibility to existing area.
- c. Parking area.
- d. Accessibility by City Maintenance Crews.
- e. Safety of park occupants.

The scheduling of shutdowns and other interruptions of existing utilities shall have the approval of the City. No shutdowns will be allowed without prior clearance. Shutdown time shall be held to a minimum.

The time and date agreed upon for shutdown periods shall occur during hours approved by the City. The performance of this work at such times shall not result in additional expense to the City.

3 PROTECTION OF PERSON AND PROPERTY:

The bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with his work. The bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to:

1. All employees on the site and all other persons who may be affected thereby.
2. Other property at the site or adjacent thereto, including interiors and exteriors of the buildings, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation, or replacement in the courses of construction.

The bidder shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including precaution against fire, erection of solid fencing, posting of danger signs and other warning against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. He shall designate a responsible member of his organization at the site, whose duty shall be the prevention of accidents.

No requirement of or an omission to this contract shall be deemed to limit or impair any responsibilities or obligations assumed by the contractor under or in connection with this contract.

All debris and waste resulting from the performance of the work shall be removed in such a manner as to prevent damage to all existing and new construction, and shall be legally disposed of by the contractor at his expense at the end of each day. Stockpiling of debris and waste is not permitted.

When the work is in progress, he contractor shall protect the areas directly below and/or around the work areas with yellow traffic cones. This bidder shall not load or permit any part of the work to be loaded so as the endanger its safety.

The contractor shall, at his own expense, make good any damage, direct or indirect that may be done in the course of the performance of the work by him or his subcontractor to any utility structure or municipal facility, or to newly completed work, through or by reason of the performance of the work.

4. CLEANING UP:

The contractor shall keep the building free from all surplus material, dirt and rubbish at all times. At the completion of the work, he shall remove all his waste materials and rubbish generated by his operations from and about the project.

END OF SUPPLEMENTARY CONDITIONS

TECHNICAL SPECIFICATIONS

GENERAL

General conditions and all supplementary articles are hereby included in this section to the same extent as though written out here in full. All work of this section shall be performed in accordance with the requirements of these specifications and with all codes local ordinances having jurisdiction.

SCOPE OF WORK

The contractor shall furnish for a period of one (1) year following services:

PREVENTATIVE MAINTENCE MONTHLY SERVICE YEAR ROUND SERVICE

For the heating and air conditioning equipment listed under each municipal building in the Equipment Schedule attached to the back of these technical specifications. It shall be understood that included as part of the equipment list at each facility will be: all associated temperature control equipment/device; all related electrical equipment, including but not limited to, high and low voltage wiring, circuit breakers, transformers, internal electrical components and wiring; duct smoke detectors; hydronic valves and controls; etc. Conditions particular to each service are outlined in the "Terms of Contract."

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract 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 that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

SPECIAL PROJECT REQUIREMENT

This contractor must be capable of accessing operational information via telephone lines utilizing Trane Tracker Control software for all City equipment currently supported by DDC (Direct Digital Control). Furthermore, prior to award of the contract, the bidder must provide a walkthrough of its office facility and must demonstrate competence in working the system to the satisfaction of the City. Technician Certification: technicians who service air conditioning and refrigeration equipment must be certified by an EPA-approved testing organization. Sales of refrigerant are restricted to those certified technicians.

PREVENTATIVE MAINTENANCE SERVICE

The contractor shall furnish once during each one year term of this contract, all labor necessary to inspect all of the equipment listed under each building. At the time of this inspection, the contractor shall perform the services indicated under the Preventative Maintenance column in the Equipment

Schedule for each price of equipment, and as outlined in the tables below: PM-1, PM-2, PM-3 and PM-4.

Preventative maintenance service shall take place just prior to the commencement of each session. The work shall be completed by May 15 and September 15 for the air conditioning equipment respectable. Should the start date of the contract commence without 30 calendar days to perform preventative maintenance service, the contractor will be granted an extension beyond the May 15 and September 15 dates to provide a total of 30 calendar days from the start date to perform the preventative maintenance service. (Note: Preventative Maintenance Service associated with Pershing Field Ice Rink Refrigeration plant shall be completed by September 15). All results shall be submitted in a bound report form to the Division of Building Maintenance, 13-15 Linden Avenue East, Jersey City, New Jersey 07305, along with an invoice for payment. **Any invoice received without a report shall be returned unpaid.** The report shall also indicate any repair that might be necessary outside the scope of preventative maintenance service and an estimate for each repair based on the conditions set forth under "Year Round Service."

PM-1	PREVENTATIVE MAINTENANCE – A/C Equipment
<ol style="list-style-type: none"> 1. Check speed of pullies and amperage of motors, adjust as required. 2. Check drives, align and adjust belts replace as required. 3. Lubricate motor and shaft bearings, check rotation. 4. Check refrigerant charge; add if required as part of the preventative maintenance service. 5. Chemically clean and power wash all exterior condenser and elevator coils. Interior evaporator coils are to be brushed and vacuum cleaned. ALL COILS ARE TO BE CLEANED, NO EXCEPTIONS, INCLUDING ALL REHEAT COILS. 6. Check compressor oil level and pressure, add as required. 7. Check compressor safety controls. 8. Check refrigerant controls, and adjust if required. 9. Check condensation line for restrictions, clean as required. 10. Lubricate condenser fan motors, check rotation. 11. Check amperage readings on each leg blower motors, condenser fan motor and compressors. 12. Check air intake/exhaust dampers and motorized components, adjust controls as required. Clean grills/inspect screens for unobstructive air passage. 13. Check and tighten as required all electrical connections. 14. Check all thermostats and timers for proper operation and setting, confer with City's Designee. 	

PM-2	PREVENTATIVE MAINTENANCE – Heating Equipment
<p>General:</p> <ol style="list-style-type: none"> 1. Check speed of pullies and amp. of motors, adjust as required 2. Check drives, align and adjust belts, replace as required. 3. Lubricate motor and shaft bearings, check rotation. 4. Check air intake/exhaust dampers and motorized components, adjust controls as required. Clean grills/insect screens for unobstructive air passage 5. Check and tighten as required all electrical connections. 6. Check all thermostats and timers for proper operation and settings, confer with City's designee. 7. Clean and adjust combustion air setting. 8. Remove and clean stack and chimney base. Reinstall and seal with "Stick Type" cement or 	

other type of non-asbestos stack cement.

9. Make adjustments to ensure the proper operation of the equipment. Perform an efficiency test to obtain an overall rating for each piece of equipment and CO test.

GAS FIRED EQUIPMENT:

1. Check gas pressures in both supply and manifold.
2. Clean burners.
3. Clean and adjust ignition.
4. Check main and pilot burners at the beginning of each heating session. Inspect for deterioration or blockage.
5. Check flue passages, clean as required.
6. Check all thermostats and times for proper operation and settings, confer with City's designee.

OIL FIRED EQUIPMENT:

1. Remove outer jacket and thoroughly brush clean and vacuum each section and fire box interior.
2. Remove and replace all oil supply line filters.
3. Clean and inspect pump strainers.
4. Clean and inspect nozzle assembly including electric eye electrodes.

HOT WATER SYSTEM:

1. Check relief valve.
2. Service circulation pumps.
3. Check pressure settings.
4. Check temperature settings.
5. Check pressure regulator
6. Check low water cut off if applicable
7. Check condensate pumps.
8. Check steam traps.
9. Check gauge glass, replace as required
10. Check pressure control.
11. Check air vents at each radiator.

STEAM SYSTEM:

1. Drain and flush boiler.
2. Drain and flush low water cut off.
3. Check relief valve.
4. Check pressure settings.
5. Check temperature settings.
6. Check automatic feeder.

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| <ol style="list-style-type: none"> 1. Check operation of item for proper functioning. 2. Inspect all parts for water. 3. Check mechanical controls and make any necessary adjustments. 4. Check electrical controls and make any necessary adjustments. 5. Where applicable, clean grills/insect screens for unobstructive air passage. |
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PM-4	PREVENTATIVE MAINTENANCE SERVICE—Hot Water Heaters
<ol style="list-style-type: none"> 1. Drain storage tank until water runs out. 2. Check gas manifold and clean, where applicable. 3. Check pressure relief valve for proper operation. 4. Check temperature settings. 5. Check and lubricate recirculation pumps, where applicable. 	

In addition to the to the Preventative Maintenance work outlined in the above tables, provide the following work at each specified facility at the time Preventative Maintenance work takes place.

1. (DPW COMPLEX ONLY) Lubricate circulation pumps, check and adjust valves and controls as required, and prepare temperature chart as follows to be submitted to the City on February 15 and December 15.

	SUPPLY	RETURN	MIX	OUTSIDE Temp.
EAST LOOP				
WEST LOOP				

2. (POLICE HEADQUARTERS ONLY) Check ethylene glycol content in piping system just prior to system shutdown. Test is to be performed at roof level. System is to maintain a freezing point -30 degrees F or lower. If test results are higher, contractor is to add ethylene glycol as part of the preventative maintenance service until the freezing point reaches -degrees F or lower. Written test reports shall be submitted to the Division of Building Maintenance.

3. (PERSHING FIELD ICE RINK ONLY) Check propylene glycol content in subsurface heating system and in rink slab system. Subsurface system is to maintain a freezing point of +5 degrees F and the slab system is to maintain a freezing point of -7 degrees F. If test results are higher, contractor is to add propylene glycol as part of the preventative maintenance service until the proper freezing point is obtained. Also under the preventative maintenance service the contractor shall change the oil in all four compressors, change the filter on the compressors and change out the two driers on the refrigerant circuits. Check and repair any refrigerant leaks and add refrigerant as required. Written test reports shall be submitted to the Division of Building Maintenance.

On a monthly basis, perform and record the following items as they appear on the "Turbochiller Maintenance Checklist" prepared by the manufacturer of the rink equipment. Items not listed shall be performed by City personnel. Results shall be recorded on sheet supplied by the City's rink operator.

1. Thermal Expansion Valve Operation (Super Heat Setting & Sequencing)

2. Condenser Performance (Temp vs. Condensing & Sub-Cooling)
3. Condenser Fans Operating (AMP Draw & Rotation)
4. Compressor Amp Draw (each leg)
5. LPA Operation & Amp Draw
6. Voltage Check, All Phase
7. All Circulating Pumps Amp Draw (Amp Draw & Pressure Readings)
8. Fluid Strainer For Pumps (***As Required**)
9. All Electrical Lug Tightness (***Bi-Monthly**)
10. Sub-Heat Pump Inspection (Amp Draw & Pressure Readings)

4. (PERSHING FIELD POOL FACILITY) As part of the preventative maintenance service, flush out chemically clean radiant heat piping system in concrete slab throughout Pool-Bath/ Changing Building. This service shall be provided once during the three year term of the contract prior to the beginning of the heating season during the first year. Drawings are on file at the Division of Architecture for bidder's review. Payment for preventative maintenance service shall be made based on the bid price for each facility as listed in the bid proposal under preventative maintenance. This price shall include all labor, material (such as bearing grease, lubricating oil and alike items) overhead and profit. If new parts are required (belts, contractors, fan motors, etc.) they shall be billed as outlined under. "Year Round Service" with the exception of those specifically mentioned as part of the preventative maintenance service in the above tables (PM-1, PM-2, PM-3, and PM-4) and items 1 through 4.

MONTHLY SERVICE

Monthly service shall consist of air filter replacement as designated under the Monthly Air Filter Change column in the Equipment Schedule for each piece of equipment. It shall include air filter replacement at fresh air intakes and power saver units that are an integral part of the equipment/system. It shall be the responsibility of the contractor to determine the number and size of filters required for each unit prior to the bid. No allowance for extra charges will be granted due to the contractor's lack of knowledge pertaining to this matter. At the time of replacement each month, the contractor shall make a visual inspection of the equipment to ascertain any problems (loose belts, bad condenser fan motors, etc).

The Contractor shall at the time of regular Contract signature, submit a detailed schedule of intended monthly service inspections at each location shown on the equipment schedule (i.e.: 2nd Tuesday of each month etc.). Upon completion of monthly service and inspections, the Contractor shall produce a work order ticket and obtain a signature or other sign-off from a designated City employee at each location. This work order ticket shall confirm your presence at each site, and you will be required to present removed and dirty filters to this designee for confirmation. All work order tickets must be presented to the owner along with your monthly invoice. Failure to provide a complete inventory of work order tickets shall result in non-payment of claim.

Payment for monthly services shall be made based on the total bid price as listed in the bid proposal under monthly services. The contractor shall bill at the end of each month, after completing the work, and shall receive 1/12 of the bid amount.

YEAR ROUND SERVICE

This contract shall also provide for year round service to improve and / or repair the equipment listed under each building **upon proper authorization from a designated representative of the City's Division of Building Maintenance.** The labor rate per man shall not exceed the unit prices listed in the bid proposal under Year Round Service during regular working hours (8:00 a.m. to 5:00 p.m.). For emergency service on Saturday, Sunday, Holidays and after working hours, the labor rate per man shall be the unit price times one and a half, (see "Terms of Contract" for conditions on overtime hours.) If it is necessary to perform any corrective work with other than one mechanic, the contractor must first obtain the approval of the Division of Building & Street Maintenance. If prior approval is not obtained, the additional billed time will not be considered for payment. All parts shall be billed at cost plus 20%. The Contractor shall invoice the city on a monthly basis. Each invoice shall state each service call made, location of equipment, work performed, number of man-hours (broken up into mechanic's and helper's time if applicable and approved) and parts used. Contractor shall also supply the bill of sale for each part used. Invoices received without the above information and supported back up material will be returned unpaid. See general Conditions GC-12 of the contract for further requirements relating service calls

VISITING THE PREMISES

Every bidder is encouraged to visit each location and carefully examine existing conditions before submitting his bid. No allowance for extra charges will be permitted because of lack of knowledge of all conditions peculiar there to except such conditions as are indeterminable before the commencement of the work. Note, the City has prepared the attached list of equipment at each building along with make and model numbers. All efforts have been made to provide the most accurate information; however, the City does not assume any responsibility for any errors which may exist. It is the intent of these specifications to include all air conditioning equipment and specific heating equipment listed at each location.

TERMS OF CONTRACT

1. The City shall provide free access to all equipment during normal working hours as stated below so that inspections/preventative maintenance may be completed as called under this contract
2. The Contactor shall give the City of Jersey City preferential service over non-contract customers.
3. All work is to be performed during regular working hours, on regular working days of the trades involved and all bids shall be based on the service and/or preventative maintenance being performed Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m. in the event that it may be necessary to answer a call in overtime, the contractor shall be paid time in a half based upon the unit prices in the bid proposal. However, any call for service made to the contractor or the contractor's calling service before 2:00 p.m. on any regular working day shall be billed at regular working hours regardless of the arrival time of the mechanic or length of stay. Note, leaving jobs unfinished without good cause **notice to the City's Representative** will be considered a breach of contract, giving the City the right to declare the contractor in default.
4. The contractor shall maintain a continuous telephone service where he can be reached, twenty-four (24) hours each day, seven (7) days a week, Sundays and holidays included. **The Contractor agrees to the return all calls or pages within one (1) hour. In the event a system is in trouble and is established as an emergency, the Contractor agrees to service the problem within four (4) hours.**
5. The contractor shall furnish all parts, material and labor necessary when a failure or breakdown of any component part causes the alarm/security system to become inoperative.
6. The contractor shall notify the Division of Building & Street Maintenance, a minimum of twenty-four (24) hours ahead of scheduled preventive maintenance service, and shall provide a written work progress schedule with approximate dates and times.
7. In the event the contractor fails to maintain the equipment in accordance with these specifications, or violates and of the provisions hereof, the City may, upon ten (10) days prior notice perform all work necessary to bring the equipment up to good operating standards. The cost of this work shall be at the contractor's expense.

8. The contractor shall not be help responsible or liable for any loss, damage, detention or delay caused by accidents, labor troubles, strikes, blackouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or any other cause which is unavoidable or beyond the contractors control, or in any event for consequential damages,
9. The Contractor shall not bound to make any correction design or equipment.
10. The contractor shall not be help responsible for any damage due to unexpected freezing of heating system beyond Contractor's control, or work made necessary by the enforcement of government codes, building and union regulations

BID PROPOSAL

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF BUILDINGS & STREET MAINTENANCE
Date _____
Project No. 2015-001

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE ON BOTH SIDES WITH THE PROJECT TITLE. ALSO SUBMIT SEPARATE COPY OF COMPLETED BID PROPOSAL WITHIN BID PACKAGE.

Proposal of _____ (hereinafter called "Bidder" organized and existing under the laws of the State of _____ doing business as _____*)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the:

HVAC and Boiler Maintenance Contract for Various Public Buildings
Jersey City, New Jersey

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 365 consecutive calendar days thereafter as stipulated in the specifications. (NOTE: The City may exercise its renewal right for two additional one year contracts).

Bidder acknowledges receipt of the following addendum:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

- _____ * List of Prices
- _____ * Grand Total Bid Price
- _____ Alternate (s) with supporting documentation, if applicable
- _____ Substitutions, if applicable
- _____ * BID BOND or CERTIFIED CHECK for Ten (10%) Percent of the total bid amount, but not in excess of \$20,000.00
- _____ Non-Collusion Affidavit
- _____ * Corporation of Partnership Statement
- _____ Exhibit A: Mandatory Equal Employment Opportunity Language (N.J.S.A 10.5.31 et seq) (N.J.A.C. 17:27) Goods, Services and Professional Contracts, must be signed.
- _____ Form MWB-3 Minority/Women Business Compliance Plan
- _____ New Jersey Business Registration Certificate
- _____ * Written acknowledgment of addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2 (e).
- _____ Certification Regarding Suspension/Debarment
(Must be notarized and submitted with Bid only if total Bid amount exceeds \$100,000.00.)

Failure to include the bid documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the bid at the time of the bid reception.

LIST OF PRICES:

Item No. 1 - Preventative Maintenance Service - Part A

The Bidder agrees to provide all labor, materials as outlined in the specifications, equipment and services required to perform the preventative maintenance as described in the specifications for the lump sum bid price of (broken down for each building):

<u>Building</u>	<u>Address</u>	<u>Bid Price for Preventative Maintenance to be Performed by 5/15</u>	<u>Bid Price for Preventative Maintenance to be Performed by 9/15</u>
Caven Point Building A	Caven Point Rd. and Chapel Avenue	\$ _____	\$ _____
Caven Point Building B	Caven Point Rd. and Chapel Avenue	\$ _____	\$ _____
City Hall	280 Grove Street Jersey City, NJ	\$ _____	\$ _____
Consolidated Fire House	555 Newark Avenue Jersey City, NJ	\$ _____	\$ _____
Country Village Field House	Sycamore Rd. Jersey City, NJ	\$ _____	\$ _____
Department of Public Works	13-15 Linden Ave. Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 10	283 Halladay St. Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 11	153 Lincoln Street Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 13	153 Linden Ave Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 15	200 Sip Avenue Jersey City, NJ	\$ _____	\$ _____

BID PROPOSAL
(Continued)
Project No. 2015-001

Engine Co. No. 17	Kearney Avenue Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 18	218 Central Avenue Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 19	2 Bergen Avenue Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 2	160 Grand Street Jersey City, NJ	\$ _____	\$ _____
Rescue No. 1	585 Communipaw Ave. Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 22	468 Ocean Avenue Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 8	25 Ege Avenue Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 9	697 Bergen Avenue Jersey City, NJ	\$ _____	\$ _____
Fire Credit Union	139 South Street Jersey City, NJ	\$ _____	\$ _____
Fire Headquarters and Station	465 Marin Blvd. Jersey City, NJ	\$ _____	\$ _____
Gong Club	244 Bay Street Jersey City, NJ	\$ _____	\$ _____
Hudson City Community Center	Summit Ave. (Pershing Field) Jersey City, NJ	\$ _____	\$ _____

**BID PROPOSAL
(Continued)
Project No. 2015-001**

Liberty Storage	13 Linden Avenue	\$ _____	\$ _____
Municipal Justice Complex	365 Summit Avenue Jersey City, NJ	\$ _____	\$ _____
Pavonia Pool	Westside Avenue and Pavonia Avenue	\$ _____	\$ _____
Pershing Field Pool	201 Central Avenue Jersey City, NJ	\$ _____	\$ _____
Pershing Field Ice Rink	201 Central Avenue Jersey City, NJ	\$ _____	\$ _____
Police District - East	205 - 207 7 th Street Jersey City, NJ	\$ _____	\$ _____
Police District - North	282 - 284 Central Ave. Jersey City, NJ	\$ _____	\$ _____
Police District - South	191 Bergen Avenue Jersey City, NJ	\$ _____	\$ _____
Police District - West	576 Communipaw Ave. Jersey City, NJ	\$ _____	\$ _____
Reservoir Fire Station	715 Summit Avenue Jersey City, NJ	\$ _____	\$ _____
Roberto Clemente Field House	6 th Street Jersey City, NJ	\$ _____	\$ _____
Senior Citizen Building	28 Patterson Street Jersey City, NJ	\$ _____	\$ _____
Senior Citizen Center	335 Bergen Avenue	\$ _____	\$ _____

**BID PROPOSAL
(Continued)
Project No. 2015-001**

Mary McLeod Bethune Life Center	140 Martin Luther King Drive	\$ _____	\$ _____
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Palisade Avenue Fire House	595 Palisade Avenue	\$ _____	\$ _____
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TOTAL BID PRICE FOR PREVENTATIVE MAINTENANCE	\$ _____ (In Figures)	\$ _____ (In Figures)
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TOTAL ITEM NO. 1 COMBINED 5/15 COLUMN AND 9/15 COLUMN

_____	_____
(In Writing)	(In Figures)

Item No. 2 - Monthly Service

The bidder agrees to provide monthly service as outlined in the specifications, for a period of one full year, for all equipment listed under all buildings requiring this service. The price shall include all material, labor and equipment to perform the described work.

Lump Sum Amount for all facilities:

_____	\$ _____
(In Writing)	(In Figures)

Item No. 3 - Year Round Service

The bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon the actual quantity of time used; however, it shall not exceed the estimated quantity without prior written issuance by the City's Director of Purchasing.

_____	1000 Hours _____	\$ _____/Hour	\$ _____
Estimated Quantity	Unit Cost Mechanic	Total Cost	

BID PROPOSAL
(Continued)
Project No. 2015-001

Item No. 4 - Parts Allowance

Included in the total bid amount will be the sum of Sixty Thousand (\$60,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

Sixty Thousand 00/100 Dollars _____	\$ 60,000.00 _____
(In Writing)	(In Figures)

GRAND TOTAL - ITEMS 1, 2, 3, AND 4

_____	\$ _____
(In Writing)	(In Figures)

The contract will be awarded based on the grand total amount for Item Nos. 1, 2 and 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time and/ or material needed; therefore, the actual Contract price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract 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 that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

UNIT PRICES

If it becomes necessary to use a helper, and authorization is given by the City, the unit price written herein by the bidder shall be used in lieu of the unit cost for mechanics and shall be charged against Item No. 4. Labor rate shall be inclusive of all cost both direct and indirect, benefits, fringes, etc.

Unit Cost Helper _____ \$ _____
(In Writing) (In Figures)

DIRECT DIGITAL CONTROL (DDS)

In accordance with the Technical Specifications, acknowledge compliance with the Special Project Requirement by listing DDC systems currently in use by your office. NOTE: You must have the capacity to access Trane Tracker Control software.

_____	_____
_____	_____
_____	_____

Proposal - Continued

It is understood and agreed that the total price stated by the undersigned in the "Schedule of Prices" is based on estimated quantities and will only control in the awarding of the contract. It is further understood that the quantities stated in the "Schedule of Prices" for the items are estimated only and may be increased or decreased as provided in the specifications.

Attached herewith is a _____ (cashier's check)
_____ (certified check) (Check one)
_____ (bid bond)

in the amount of \$ _____ representing 10% of the total amount bid, but not exceeding \$20,000.00 as stated in Article 8, Page 4.

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

Choice of Retainage:

If the Total Price bid for the Contract Work exceed \$100,000. the undersigned elects the following option for retainage in accordance with the General Conditions: (check one only)

- 2% Cash from each payment
- 2% of Contract amount deposited as approved negotiable securities

The undersigned is _____ (an individual)
_____ (a corporation) under the laws
_____ (a partnership)

of the State of _____ having offices
at _____

Signed _____

Name _____

Title _____

Company _____

Address _____

Phone (____) _____

Fax (____) _____

(Seal if Bid is by a Corporation)

Attachments to Proposal:

The bidder is required to submit the following detailed evidence that he has a competent organization which has constructed work similar in amount, value, cost and character, and has sufficient equipment available for the execution of the Contract.

The following attachments shall be submitted by the Bidder and are hereby made part of this proposal:

1. A sworn statement of work performed during the last three (3) years. (See attached form entitled "Certificate of Experience"). Contractor to provide duplicates to be filled out by subcontractors.
2. A sworn statement of Plant & Equipment Questionnaire for use on this project, consisting of four (4) sheets and attachments prepared by the Bidder. All Bidder's attachments shall be signed. (See attached form entitled "Plant and Equipment Questionnaire"). Contractor to provide duplicates to be filled out by subcontractors.
3. * Affidavit of Non-Collusion. (See attached form entitled "Non-Collusion Affidavit").
4. Statement of Corporation or Partnership. (See attached form).
5. * Bidder is required to complete the enclosed Affirmative Action Forms (See bid documents subsection entitled " EEO / Affirmative Action Requirements").
6. Bid Guarantee (See information to Bidders).
7. * Business Registration certificate issued by the State of New Jersey, Department of the Treasury.

*** May be submitted within twenty four (24) hours after bid reception. Business Registration Certificate may be submitted with proposal or prior to the contract award.**

1. CERTIFICATE OF EXPERIENCE

_____ hereby certifies that _____ has performed the following work within the past three (3) years:

Name of Owner	Amount of Contract	Type of Work	Owner's Representative in charge of Work (Inc. Address and Phone)	Approximate Dates

Name of Bidder

By

Witness

Title

IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER.

2. PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to _____ City of Jersey City _____

By _____ A Corporation
A Co-partnership
An Individual

Principal Office _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

a. In what manner have you inspected the proposed work? Explain in detail.

b. Explain your plan or layout for performing the proposed work.

c. The work, if awarded to you, will have the personal supervision of whom?

d. Do you intend to do the grading on the proposed work with your own forces? _____ If so, give type of equipment to be used.

- e. Do you intend to sublet any portions of the work? _____
 If so, it is mandatory pursuant to N.J.S.A. 40A:11-16 that you list the names of those subcontractors under each discipline below, failure to do so will automatically result in rejection of the bid.

<u>Trade</u>	<u>Name of Subcontractor</u>	<u>Address</u>
Plumbing & Gas Fitting	_____	_____ _____
HVAC	_____	_____ _____
Electrical	_____	_____ _____
Structural Steel	_____	_____ _____
Ornamental Iron Work	_____	_____ _____

Each subcontractor listed above shall fill out and submit a Certificate of Experience (as shown in this Bid Proposal) and items a, b, c, f, g, h, i and the remaining affidavit, duly executed, on the last page of the "Plant and Equipment Questionnaire". The General Contractor shall supply each subcontractor with duplicate pages of this proposal to be filled out by the subcontractor and then submitted with the bid proposal.

Whenever a bid sets forth more than one subcontractor for any of the specialty trade categories listed above, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

i. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

The undersigned hereby declare(s) _____ that the items of equipment in Table 1 are owned by _____, and are available for and intended to be used on the Project, if _____ awarded the Contract, and that he/they propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

Dated at _____ this _____

day of _____, 2015

Name of Organization

By _____

Title of Person Signing

STATE OF _____

ss:

COUNTY OF _____

_____, Being duly sworn, deposes and says that he is
_____ of the above _____
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____

day of _____, 2015

Notary Public

My commission expires _____

4. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

ss:

COUNTY OF HUDSON)

I, _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to law, upon 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 so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken 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 City of Jersey City relies upon the truth of the statements contained in said Proposal and in the statements contained in this 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:

(Name of Contractor)

(Also type or print name of affiant
under signature)

ATTEST:

Secretary

(Affix Corporate Seal)

Sworn and subscribed to before me
this _____ day of _____, 2015

NOTARY PUBLIC

My commission expires on: _____

PUBLIC DISCLOSURE INFORMATION

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 ____

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018

February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

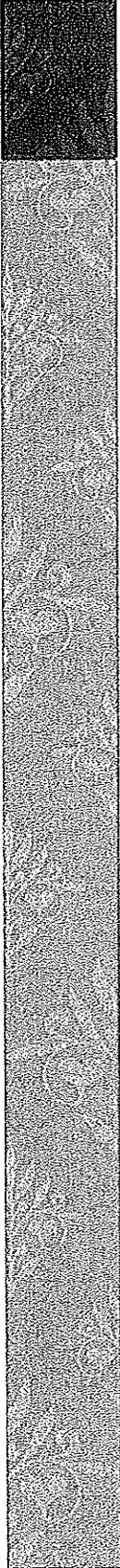
On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Sample Certificate of Employee Information Report



VOID

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ETHNIC FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT LEO 1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form go to: <http://www.state.nj.us/eatour/contract/compliance/efl/oa302a10a.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY: _____ 2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER _____ 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: _____

4. COMPANY NAME: _____

5. STREET: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): _____ CITY: _____ STATE: _____ ZIP CODE: _____

7. CHECK ONE IS THIS COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ: _____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: _____

10. PUBLIC AGENCY AWARDED CONTRACT: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

Official Use Only

DATE RECEIVED: _____ NAVAL DATE: _____ ASSIGNED CERTIFICATION NUMBER: _____

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN LEO 1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (Cols 2-3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE						
				BLACK	HISPANIC	AMBLR. INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMBLR. INDIAN	ASIAN	NON MIN		
Officials/Managers															
Professionals															
Technicians															
Sales Workers															
Office & Clerical															
Craftworkers (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
TOTAL															
Total employment from previous report (if any)															
Temporary & Part-Time Employees															

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
 1. Visual Survey 2. Employment Record 3. Other (Specify) _____

13. DATES OF PAYROLL PERIOD USED
From: _____ To: _____

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) _____ SIGNATURE _____ TITLE _____ DATE MO. DAY YEAR _____

17. ADDRESS NO. & STREET _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____ PHONE (AREA CODE, NO. EXTENSION) _____

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT. DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 7, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert
Rev. 1/91

Print Form



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT - FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
 1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
7. ADDRESS NO. & STREET	CITY	COUNTY	STATE
			ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO: "THE TREASURER, STATE OF NEW JERSEY". TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

**NEW INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Not Applicable.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
	<input type="text"/>	<input type="text"/>	<input type="text"/>

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES
 PROMOTIONS
 TRANSFERS
 TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM _____ TO _____

NAME OF FACILITY: _____

Street _____ City _____ County _____ State _____ Zip Code _____

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Win.	Total	Black	Hispanic	AM. Indian	Asian	Non-Win.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
RAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type) _____ SIGNATURE _____ DATE SUBMITTED _____

FIRST MI

ADDRESS (NO. & STREET) _____ (CITY) _____ (STATE) _____ (ZIP) _____ PHONE (AREA CODE, NO., EXTENSION) _____

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the 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, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the 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 the Agreement or otherwise at law.

Representative's Name/Title Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ Date: _____

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : _____
Address : _____
Telephone No. : _____
Contact Name : _____

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No. : _____

Contact Name: _____

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

"New Jersey Business Registration Requirements" For Goods, Professional Service and General Service Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

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

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

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION:
170-047-382909
ADDRESS:
547 ROBINLING AVE
TRENTON, NJ 08611
ISSUANCE DATE:
04/14/2004

TRADE NAME:
CLIENT REGISTRATION
SERIAL NUMBER:
87072
ISSUANCE DATE:
02/04/04

J.P. & Family

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 547 ROBINLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
28041014112823623