

## Notice to Bidders

Hunterdon County Educational Service Commission (“HCESC”) conducts and acts as a Lead Agent to a voluntary Co-operative Pricing System consisting of over 400 and growing Members under number 34HUNCCP. Sealed bids will be received and opened on September 21, 2016 at 11:00 A.M. prevailing time in the offices of the HCESC, Cooperative Purchasing Department, 37 Hoffmans Crossing Road, Califon, NJ 07830 for;

### **Boiler Inspection-Cleaning & Repair #HCESC-SER-10D On an “as needed” basis**

Specifications and instructions to bidders may be obtained at the HCESC Cooperative Pricing website at <http://purchasing.hcesc.com> as well as the Cooperative Purchasing Department, 37 Hoffmans Crossing Road, Califon, NJ 07830 between the hours of 8 A.M and 2 P.M. All bid addenda will be issued on the website. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bids must be submitted in a sealed envelope and distinctly marked with the name of the bidder, category bid on, date and time of bid. If the envelope is placed in a mailer, it must be distinctly marked. Bids must be delivered or mailed to the Hunterdon County ESC, 37 Hoffmans Crossing Road, Califon, NJ 07830 and received by September 21, 2016 at 11:00 A.M.

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

Corinne Steinmetz  
SBA/BS



## Hunterdon County Educational Services Commission Cooperative Purchasing

### NJ State Approved Cooperative Pricing System #34HUNCCP

#### Introduction

The Hunterdon County Educational Services Commission (HCESC) is a cooperative currently consisting of over 400, and growing, local municipalities, public schools, vocational/charter schools, colleges and other quasi-public entities throughout the State of New Jersey. Contracts issued through the cooperative have the potential to generate considerable business since Members that utilize these bids have the ability to issue purchase orders for any amount without the necessity to prepare their own bids or obtain quotes. The HCESC cooperative generated over 35.9 million dollars in sales in 2015. The HCESC is dedicated to the objective of providing our members with an established sourcing partnership with selected manufacturer(s), authorized dealers and vendors. The power of cooperative purchasing enables HCESC to issue competitive solicitations and contracts for its members on a wide variety of products and services.

All bidders must be qualified by the Department of the Treasury, Division of Property Management and Construction, pursuant to N.J.S.A. 18A:18A-27-33 and shall submit with his bid a Prequalification Affidavit, a copy of a valid and active Notice of Classification and a certified copy of a Total Amount of Uncompleted Contracts Form. For further details, visit [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc). Failure to include a valid and active pre-qualification/classification letter may result in the bid being rejected as non-responsive to the bid requirements. Failure to include a valid uncompleted contracts form shall be cause for rejection of the bid.

In addition, all bidders must possess at the time of the bid opening a valid Public Works Contractor Registration Certificate as well as a Certificate of Repair Authorization.

## **Hunterdon County Educational Services Commission Members**

### **Bergen County – A**

Allendale BOE	Cresskill BOE	Emerson BOE
Englewood BOE	Glen Rock, Borough of	Leonia BOE
Mahwah BOE	Midland Park BOE	New Milford BOE
Northern Highlands BOE	Paramus BOE	Park Ridge BOE
Ridgewood BOE	River Vale BOE	Waldwick BOE
Wyckoff BOE	Hillsdale, Borough of	Hackensack BOE
Bergen County Special Services	Bergen County Technical School	Carlstadt BOE
Wood-Ridge BOE	Rutherford BOE	Teaneck, Township of
Teaneck BOE	Little Ferry, Borough of	Washington, Township of
Ho-Ho-Kus BOE	Bergenfield BOE	Oradell BOE
Pascack Valley Regional BOE	Alpine BOE	Saddle Brook BOE
Tenafly BOE	Closter BOE	Ramsey BOE
Elmwood Park BOE	North Bergen BOE	Englewood Cliffs BOE
Northvale BOE	Rochelle Park BOE	Saddle River BOE
Dumont BOE	East Rutherford BOE	Upper Saddle River BOE
Moonachie BOE	Little Ferry BOE	Ridgefield BOE
Hasbrouck Heights BOE		

### **Essex County – B**

Caldwell-West Caldwell BOE	Belleville BOE	East Orange Community Charter School
East Orange, City of	Millburn BOE	Montclair BOE
Newark Preparatory Charter School	North Star Academy Charter School	Nutley BOE
Paulo Freire Charter School	People's Preparatory Charter School	Roseville Community Charter School
University Heights Charter School	West Orange BOE	Burch Charter School
East Orange BOE	Philips Academy Charter School	Montclair, Township of
South Orange-Maplewood BOE	Spirit Prep Charter School	The Children's Institute
West Essex Regional BOE	Essex Fells BOE	Maplewood, Township of

### **Hudson County – C**

Beloved Community Charter School	Elysian Charter School	Ethical Community Charter School
Hoboken Dual Language Charter School	Jersey City BOE	Jersey City, City of
Learning Community Charter School	Union City BOE	Kearny BOE
Weehawken BOE	Weehawken, Township of	Hoboken BOE
Bayonne BOE	Harrison BOE	Secaucus BOE
Secaucus, Town of		

## Hunterdon County Educational Services Commission Members

### Passaic County – D

Little Falls BOE	Paterson BOE	Paterson Charter School for Science & Technology
Wayne BOE	Passaic County Community College	Pompton Lakes BOE
West Milford BOE	Totowa BOE	Wanaque BOE
Clifton Public Library	Passaic BOE	

### Union County – E

Berkeley Heights BOE	Berkeley Heights Public Library	Clark BOE
New Providence BOE	Rahway BOE	Roselle BOE
Springfield, Township of	Union, County of	Westfield BOE
Kent Place School	Township of Union BOE	Summit BOE
Scotch Plains-Fanwood BOE	Springfield BOE	Union County ESC
Union County Vocational Technical School	Morris-Union Jointure Commission	Cresthaven Academy Charter School
Summit Free Public Library		

### Warren County – F

Allamuchy BOE	Alpha BOE	Belvidere BOE
Blairstown BOE	Frelinghuysen Township BOE	Franklin Township BOE
Great Meadows BOE	Greenwich Township BOE	Hackettstown BOE
Harmony Township BOE	Hope Township BOE	Knowlton Township BOE
Lopatcong Township BOE	Mansfield Township BOE	North Warren Regional BOE
Oxford Township BOE	Phillipsburg BOE	Pohatcong Township BOE
Warren County Special Services	Warren County Technical School	Warren Hills Regional BOE
Warren Township BOE	Washington Borough BOE	Washington Township BOE
Warren, County of		

### Sussex County – G

Green Township BOE	Newton BOE	Stanhope BOE
Stillwater Township BOE	Vernon Township BOE	Sussex County ESC
Kittatinny Regional BOE	Lenape Valley Regional BOE	Franklin Borough BOE
Byram, Township of	Hamburg BOE	Sparta BOE
Byram Township BOE	Fredon Township BOE	High Point BOE
Frankford Township BOE		

## Hunterdon County Educational Services Commission Members

### Morris County – H

Butler BOE	Chester BOE	County College of Morris
Florham Park BOE	Jefferson Township BOE	Madison BOE
Montville Township BOE	Mount Olive BOE	Pequannock Township BOE
School District of the Chathams	West Morris Regional BOE	Wharton BOE
Denville Township BOE	Mine Hill Township BOE	Randolph Township BOE
Morris School District	Mountain Lakes BOE	East Hanover Township BOE
Morris Hills Regional BOE	Netcong BOE	Parsippany-Troy Hills BOE
Roxbury Township BOE	Washington Township BOE	Morris, County of
Dover BOE	Riverdale BOE	Boonton Township BOE
Hanover Park BOE		

### Somerset County – I

Bernards Township BOE	Bound Brook BOE	Branchburg Township BOE
Branchburg, Township of	Bridgewater-Raritan Regional BOE	Franklin Township BOE
Hillsborough BOE	Montgomery, Township of	Somerset County Vocational Technical School
Somerset Hills Regional BOE	Somerset, County of	Somerville BOE
South Bound Brook BOE	Warren Township BOE	Watchung BOE
Watchung Hills Regional BOE	Bound Brook, Borough of	Somerset County ESC
Green Brook Township BOE	Montgomery Township BOE	

### Hunterdon County – J

Alexandria Township BOE	Bethlehem Township BOE	Bloomsbury Borough BOE
Califon BOE	Clinton Borough BOE	Clinton Township BOE
Clinton, Town of	Clinton, Township of	Delaware Township BOE
Delaware, Township of	Delaware Valley Regional BOE	East Amwell Township BOE
Flemington Library	Flemington-Raritan Regional BOE	Franklin Township BOE
Frenchtown BOE	Hampton BOE	Hampton, Borough of
High Bridge BOE	High Bridge, Borough of	Holland Township BOE
Holland, Township of	Hunterdon Central Regional BOE	Hunterdon County ESC
Hunterdon County Polytech	Kingwood Township BOE	Kingwood, Township of
Lambertville BOE	Lambertville, Borough of	Lebanon Borough BOE
Lebanon Township BOE	Milford BOE	Milford Library
North Hunterdon-Voorhees Regional BOE	Readington Township BOE	Readington, Township of
South Hunterdon Regional BOE	St. Paul's Christian School	Stockton Borough BOE
Tewksbury Township BOE	Union Township BOE	West Amwell Township BOE
West Amwell, Township of		

## Hunterdon County Educational Services Commission Members

### **Mercer County – K**

Ewing Township BOE	Hamilton Township BOE	Hamilton, Township of
Hopewell Valley Regional BOE	Lawrence Township BOE	Mercer County Special Services
Mercer County Technical School	Pace Charter School	Princeton Charter School
Trenton BOE	Village Charter School	West Windsor-Plainsboro BOE
Trenton, City of	Princeton BOE	Princeton, Town/Township of
East Windsor Regional BOE	International Charter School of Trenton	Princeton Public Library
Robbinsville BOE		

### **Middlesex County – L**

Cranbury Township BOE	Edison, Township of	Highland Park BOE
Metuchen BOE	South Plainfield BOE	Woodbridge Township BOE
Woodbridge, Township of	Old Bridge Township BOE	Sayreville BOE
Piscataway BOE	South Brunswick BOE	Carteret BOE
East Brunswick, Township of	Edison BOE	Jamesburg BOE
Middlesex County College	North Brunswick BOE	

### **Burlington County – M**

Lumberton BOE	Burlington County Institute of Technology	Burlington County Special Services
Mount Holly Township BOE	Beverly BOE	Bordentown Regional BOE
Cinnaminson Township BOE	Moorestown Township BOE	Rancocas Valley Regional BOE
Burlington, County of	Delanco Township BOE	Maple Shade BOE
Evesham Township BOE	Riverside Township BOE	Tabernacle BOE
Florence BOE	Medford Township BOE	Northern Burlington County Regional BOE

### **Ocean County – N**

Bay Head, Borough of	Brick Township BOE	Ocean County Vocational Technical School
Plumsted BOE	Point Pleasant BOE	Southern Regional BOE
Lacey Township BOE	Central Regional BOE	Seaside Heights BOE
Jackson Township BOE	Barneget Township BOE	Little Egg Harbor Township BOE
Manchester Township BOE	Ocean Township BOE	Lakewood Township BOE
Stafford Township BOE		

### **Camden County – O**

Camden City BOE	Eastern Camden County Regional BOE	Haddonfield BOE
Black Horse Pike Regional BOE	Leap Academy University Charter School	Lindenwold BOE
Winslow Township BOE	Pine Hills BOE	Freedom Prep Charter School

## Hunterdon County Educational Services Commission Members

### Monmouth County – P

Asbury Park BOE	Manalapan-Englishtown BOE	Monmouth, County of
Hazlet BOE	Tinton Falls BOE	Highlands BOE
Freehold BOE	Keansburg BOE	Asbury Park, City of
Bradley Beach BOE	Colts Neck Township BOE	Holmdel BOE
Manasquan BOE	Township of Ocean BOE	Upper Freehold Regional BOE
Howell Township BOE	Shrewsbury BOE	Allenhurst BOE
Monmouth County Vocational School	Rumson-Fair Haven BOE	Neptune Township BOE
Freehold Regional BOE	Monmouth Regional BOE	Monmouth Beach, Borough of
Matawan-Aberdeen Regional BOE		

### Gloucester County – Q

Washington Township BOE	Swedesboro-Woolwich BOE	Paulsboro BOE
Clayton BOE	Deptford Township BOE	Pitman BOE
Gateway Regional BOE	Franklin Township BOE	Westville BOE

### Cumberland County – R

Cumberland County Technical Center	Millville Public Charter School	Vineland Public Charter School
Bridgeton Public Charter School	Cumberland County College	

### Cape May County – S

Cape May City BOE	Wildwood BOE	West Cape May BOE
Lower Township BOE	Upper Township BOE	Lower Cape May Regional BOE

### Atlantic County – T

Greater Egg Harbor Regional BOE	Hamilton Township BOE	Folsom BOE
Buena Regional BOE	Egg Harbor Regional BOE	Margate City BOE
Atlantic City Community Charter School	Somers Point BOE	Brigantine BOE
Linwood BOE		

### Salem County – U

Pennsville BOE	Salem Community College	Salem County Special Services
Salem County Vocational Technical School	Pittsgrove Township BOE	

# Hunterdon County Educational Services Commission

## Goals and Objectives

The Hunterdon County Educational Services Commission (HCESC) is looking for Contractors to provide labor and materials for maintenance, repair and project work when directed by a Co-op Member that wishes to participate, for any building or grounds at the contract prices on a time and materials basis for **Boiler Inspection-Cleaning & Repair Services**.

The purpose of the bid and subsequent contract is to efficiently offer the Co-op Member and any additional participants a guaranteed rate, irrespective of the volume of orders or the size of any one order or project.

## Submission of Bids

Bids are due at the HCESC Administrative Office, 37 Hoffmans Crossing Road, Califon, NJ 07830 on or before September 21, 2016 at 11:00 A.M. and shall be submitted in a sealed envelope and distinctly marked with the name and address of the bidder and the bid name as well as the trade bid on. If the envelope is placed in a mailer that must be distinctly marked as well. It is the bidder's responsibility to see that bids are presented to the Business Administrator at the hour and place designated. Bids may be hand delivered or mailed; however, HCESC disclaims any responsibility for bids forwarded by regular or express mail. Late bids will not be considered and returned unopened.

Vendor's literature and/or pricing sheets **will not** be accepted in lieu of completing the proposal blank(s) as set forth in these specifications.

HCESC reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law. Bids must be signed in ink by the bidder; all quotations must be typed or written in ink. The bidder, in ink, must initial any quotation showing any erasure alteration. Prices and totals are to be inserted in spaces provided.

All forms shall be completed and attached to the bid proposal. BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.



**This Form Must Accompany Bid Submission**  
**Bidders Checklist**

**Hunterdon County Educational Services Commission**  
**Boiler Inspection-Cleaning & Repair Services #SER-10D**

<u>Required w/Bid</u>	<u>Submitted w/Bid</u>
<u>XXX</u> Required Evidence EEO/Affirmative Action Compliance Notice Questionnaire (Exhibit A & A14)	_____
<u>XXX</u> Non-Collusion Affidavit (Exhibit B & A16)	_____
<u>XXX</u> Bidder's Acknowledgement of Receipt of Addenda (to be completed if Addenda are issued) (Exhibit C & A18)	_____
<u>XXX</u> Stockholders Disclosure Certification (Exhibit D & A15)	_____
<u>XXX</u> Statement of Suspension of Debarment (Exhibit E & A35)	_____
<u>XXX</u> Political Contribution Disclosure Form (Exhibit F & A25)	_____
<u>XXX</u> Bid Proposal Forms (Exhibit G & A5)	_____
<u>XXX</u> Prevailing Wage Certification Form (Exhibit H & A20)	_____
<u>XXX</u> Acceptance of Bid and Contract Award (Exhibit I & A33)	_____
<u>XXX</u> Equipment Certification Form (Exhibit J)	_____
<u>XXX</u> Prequalification Affidavit (Exhibit K & A22)	_____
<u>XXX</u> Notice of Classification (A22)	_____
<u>XXX</u> Total Amount of Uncompleted Contracts (A22)	_____
<u>XXX</u> Disclosure of Investment Activities in Iran (A31)	_____
<u>XXX</u> Certificate of Repair Authorization-Boiler Inspection-Cleaning/Repair (A19)	_____

Required Prior to the Issuance of a Contract within 7 Days  
**(It is preferred these documents be included with the bid submission, but not required)**

- XXX Insurance Certificate naming Hunterdon County ESC as additional insured. (A10)
- XXX W9 Form (A23)
- XXX Affirmative Action Certificate or AA302 Form with proof of payment. (A14)
- XXX Business Registration Certificate (A13)
- XXX Public Works Contractor Registration Certificate (A21)

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

## **A. GENERAL REQUIREMENTS**

### **A1. Americans with Disabilities Act**

The Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. S121 01 et seq.

### **A2. Estimated Value**

The HCESC cooperative consists of over 400 local municipalities, public schools, vocational/charter schools, colleges and other quasi-public entities that generated well over 35.9 million dollars in sales in 2015. The sales and service volumes resulting from these awarded contracts are contingent upon the marketing efforts of the winning bidders to the Hunterdon ESC Cooperative Pricing Members.

### **A3. Payment**

Mandatory "Net 30" payment terms will not be honored. Every effort will be made by the Co-op Members to pay vendors and Contractors within thirty (30) to sixty (60) days provided the Co-op Member receives the appropriate documentation including but not limited to:

- 1) Signed Voucher
- 2) Invoices

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Co-op Member unless otherwise agreed to by written contract or mandated by law. The Co-op Member, at its discretion, may make partial payments. All payments are subject to approval by the Co-op Member's formal board at a public meeting. Payment may be delayed from time to time depending on the Co-op Member's meeting schedule.

Public funds will be used to pay for goods delivered or services rendered only. Purchasers will not pay penalties, service charges, late fees or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment to pay additional fees.

### **Invoices**

All invoices created by the Contractor must clearly outline the goods provided or services rendered and the date(s) the goods/services were provided.

All invoices must include the following information:

1. Full name and address of the company
2. Purchase order number from the Co-op Member
3. Company's invoice number that may be used as a reference
4. Goods and services rendered.
5. System identifier (34HUNCCP)
6. HCESC bid name & number (Boiler Insp.-Cleaning & Repair Services #SER-10D)

All invoices must be submitted within thirty (30) days of service and be directed to the attention of the Co-op Member's designated representative or, if no such representative is designated, the Co-op Member's Business Administrator.

#### **A4. Taxes**

As New Jersey governmental entities, the HCESC and its Co-op Members are exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.) and do not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Co-op Member. Contractors may not use the HCESC's or the Co-op Member's tax exempt status to purchase supplies, materials, service or equipment.

#### **A5. Bid Proposal Form**

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid. If the Bid Proposal Form contains more than one sheet, the bidders are required to affix the company name and address on each intervening sheet.

HCESC will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes, on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive. N.J.S.A. 18A:18A-2(y).

##### **A5.1 Labor**

Bidders shall submit a price for labor based on the awarded hourly rate to be charged to the Co-op Member for all labor required to accomplish the work. The hourly rate shall apply to all workers, without regard to title or worker classification. The hourly rate is not a payroll rate. The bidder's responsibility to pay prevailing wages is not affected by bidding a single hourly rate. The hourly rate includes all necessary tools, vehicles, equipment, payroll, taxes, fringe benefits, overhead and profit.

##### **A5.2 Parts/Materials**

Bidders shall submit a markup percentage to Contractor's actual cost for parts and/or materials required to perform the work. Supplier invoices may be required at the discretion of the Co-op Member, as well as product/price breakdown.

#### **A6. Contracts**

##### **A6.1 Award of Contract, Rejection of Bid(s)**

A Contract award, if made, will be made by county to the lowest responsible bidder meeting HCESC's specifications.

A response to this bid acknowledges that new Co-op Members will be offered the same terms and conditions, as well as the pricing current Co-op Members receive.

HCESC reserves the right to reject any or all bids pursuant to law and waive any informalities and to take such alternates that HCESC feels are in the best interests of the Co-op Members.

The bid document and notice of award shall be considered incorporated as part of the formal contract.

HCESC requests that bidders only respond if they are able to offer prices lower than what they ordinarily offer on separate, single school district contracts.

### **A6.2 Equal Prices**

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, HCESC may award the contract to the vendor whose response, in the discretion of HCESC, is most advantageous, price and other factors considered.

### **A6.3 Return of Contracts and Related Contract Documents (*when required*)**

Upon notification of award of contract by HCESC, the successful respondent shall sign and execute a formal contract agreement between HCESC and the respondent, ***when required***.

If a formal contract is not required by HCESC, these bid documents, the bidder's proposal and the Notice of Award issued by the HCESC shall constitute the contract between the HCESC and the successful bidder. Additionally, any approved and signed Co-op Member Purchase Order will constitute as a contractual agreement between the vendor and the Co-op Member. When a formal contract is required the successful respondent shall sign and execute said contracts and return said contracts along with the following;

1. Performance Bond in the total amount of the contract (***not required***)
2. Insurance Certificate with HCESC as an additional insured.
3. Other required documents as may be outlined in the bid specification.

The executed contracts and related documents must be returned to;

Doreen Pirozzi, Purchasing Manager  
Hunterdon County Educational Services Commission  
37 Hoffmans Crossing Road  
Califon, NJ 07830

**within seven (7) days of receipt of notification.** Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by HCESC with the bid security becoming property of HCESC. HCESC reserves the right to accept the bid of the next lowest responsible respondent.

### **A6.4 Term of Contract**

The duration of the contract will be for one (1) year, effective 11/2/16 through 11/1/17 with the option of up to two (2) one-year renewals, if elected and mutually agreed to by the awarded vendor(s) and HCESC pursuant to N.J.S.A. 18A:18A-42. Continuation of the terms of the

contract beyond the fiscal year is contingent on the availability of funds in the following year's budget.

**The successful bidder will be required to hold prices awarded for the life of the contract.**

#### **A6.5 Purchase Order Required; Notice to Proceed**

No Contractor or vendor shall commence any project, provide any service or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 30 days after the contract expiration. Co-op Members purchasing through this cooperative bid will have the right to purchase from the successful bidder at the same award as submitted in the bid.

#### **A7. Subcontracting**

Contractors, service providers, and all vendors with whom HCESC has awarded a contract may not subcontract any part of work done or assign any part of the contract for goods or materials for HCESC without first receiving written permission from HCESC.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. HCESC may require the following non-exhaustive list of documents to be secured from all approved subcontractors.

1. Insurance Certificate as outlined in the bid specifications
2. Affirmative Action Evidence as outlined in the bid specifications
3. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law
4. Business Registration Certificate

In cases of subcontracting, only the prime contractor shall be paid by HCESC or its Member. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. HCESC and/or its co-op member shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

#### **A8. Bid Security**

The following provision shall be applicable to this bid and be made part of the bidding documents.

##### **Performance Bond**

A Performance Bond for one hundred percent (100%) of the estimated amount of the contract **MAY BE REQUESTED** by any Co-op Member participating in the bid. The cost of this bond will be the responsibility of the Co-op Member. A corporate surety licensed to do business in the State of New Jersey and acceptable to the requesting Co-op Member must issue the executed Performance Bond. Indicate Bonding company information as well as cost per thousand.

**A9. Reports and Fee**

The total cost of HCESC’s program is funded through a two percent (2%) participation fee required to be paid to HCESC by all successful Bidders/Contractors on a quarterly basis (“Participation Fee”).

The Participation Fee is equal to two percent (2%) of the total dollar amount of all goods and services sold/provided by the Contractor(s) to Co-op Members. **All quotes/prices/bids submitted for this project shall be inclusive of the two percent (2%) Participation Fee.**

The Participation Fee shall not be printed as a line item or separate charge on any quotation, invoices or any other such documentation provided by the Contractor to Co-op Members. The price stated in your bid for this project shall be the price charged to the Co-op Member.

The Participation Fee shall be due within 30 days of each respective quarter’s end with the exception of the last quarter of the contract. The Participation Fee for the final quarter of the contract shall be due within ten (10) days following the contract expiration.

The Participation Fee shall be made payable to the Hunterdon County Educational Services Commission and sent to the attention of the Purchasing Manager.

All Contractors shall also be required to issue Quarterly Reports documenting all ORDERS RECEIVED from Co-op Members. Quarterly Reports are due within 30 days of each respective quarters end (March, June, September & December) with the exception of the last quarter of the contract. The Quarterly Report for the final quarter of the contract shall be due within ten (10) days following the contract expiration. Quarterly Reports shall be emailed to [dpirozzi@hcesc.com](mailto:dpirozzi@hcesc.com). Each Quarterly Report must contain the following:

Co-op Member	Address	Purchase Order Number	Purchase Order Date
Brief Description of Service	Labor Total	Parts Total	Invoice Total

Every Contractor must provide the HCESC with a report for every quarter regardless as to the amount of sales made for the quarter and even if no sales were made.

In addition to the Quarterly Reports, all Contractors shall provide HCESC with an annual summary documenting all purchases made by Co-op Members for a period beginning with the date of the award of the contract and ending on the next June 30<sup>th</sup>, with additional annual summaries being provided for all consecutive annual periods for the term of the contract.

Any Contractor who fails to timely submit required Participation Fee, Quarterly Report or annual summary or who fails to full and accurately disclose services provided/goods sold to Co-op Members shall be considered in default of the contract and such failure shall be grounds for HCESC’s termination of the Agreement. The Contractor shall remain liable for any and all fees owed up to and including the time the Agreement has been terminated by HCESC.

**A10. Insurance**

The Contractor shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below;

General Liability	\$2,000,000	General Aggregate
	\$1,000,000	Products
	\$1,000,000	Personal Injury
	\$1,000,000	Each Occurrence
	\$5,000	Medical Expense

Within seven (7) days of notice of intent to award, a Certificate of Insurance shall be submitted naming Hunterdon County Educational Services Commission as additional insured. In addition, the Contractor must present to the Co-op Member a Certificate of Insurance naming the Co-op Member as additional insured in the amounts listed above, when requested by the Co-op Member.

**Other Insurances – Workers Compensation**

Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee
Contract Liability		Same as General Liability
Automobile Liability	\$1,000,000	per Occurrence

**A11. Acquisition, Merger, Sale and/or Transfer of Business, Etc.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his or her interest(s) to another party; all obligations are transferred to that new party, which new party shall be required to submit all mandatory documentation as required by State law. In this event, or in the event the Contractor files for bankruptcy, HCESC shall have the right to terminate the contract, in its sole discretion.

**A12. Termination**

**A12.1. Default.** If HCESC determines, in its sole discretion, that the Contractor has failed to comply with the terms of these bid documents, the contract, and/or conditions of the bid and/or proposal upon which the contract is based, particularly but not limited to the Participation Fee and Reporting Requirements set forth above, or that the Contractor has failed to perform any required service, duties and/or responsibilities toward HCESC and/or a Co-op Member in a timely, proper, professional and/or efficient manner, then HCESC shall have the authority to immediately terminate the contract upon written notice to the Contractor setting forth the reason for termination and effective date of termination.

Notwithstanding the above, HCESC will attempt to give the Contractor all reasonable opportunities to cure any defect in Contractor's performance or compliance with the contract. Any decision by HCESC to not terminate the contract in response to an act or omission by the Contractor constituting a default shall not be considered a waiver of HCESC's rights nor shall any such decision be binding against the HCESC with respect to future act of default by the Contractor.

**In the event that HCESC terminates the contract based upon Contractor's default, HCESC expressly reserves the right to disqualify the Contractor as a bidder on future projects for a period of up to five (5) years based upon HCESC's prior negative experience with the Contractor. In such event, HCESC also reserves the right to notify each of its Co-op Members of Contractor's default and disqualification and HCESC may encourage Co-op Members and all other public boards of education in the State of New Jersey to similarly disqualify Contractor as authorized by N.J.S.A. 18A:18A-4. Accordingly, Contractor should take care to fully and accurately comply with all contractual requirements.**

Termination by HCESC of the contract does not absolve the Contractor from potential liability for damages caused to the HCESC and/or the Co-op Member by the Contractor's breach of the agreement. HCESC and/or the Co-op Member may withhold payment due the Contractor and apply the same towards any damages incurred, subject to all relevant laws and regulations. Damages may include the additional cost of procuring said services or goods from other sources.

The Contractor shall indemnify and hold HCESC and Co-op Members harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the termination of this contract.

**A12.2. Unconditional Termination for Convenience.** The contract may be terminated by HCESC for convenience without any liability or penalty to HCESC or any Co-op Member except that the Contractor shall be paid for services rendered prior as previously agreed to by the ordering party and the Contractor. In no event shall HCESC or any Co-op Member be liable for any loss of profits, loss of business advantage, compensatory or consequential damages, or any other claim by the Contractor other than the direct and agreed upon cost of the goods and/or services.

**A12.3. Termination by HCESC for Reasons Other Than Default or Convenience.** HCESC may also terminate this contract for any reason authorized by law or as otherwise provided in these contract documents.

### **A13. Business Registration Certificate**

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all bidders shall submit prior to the award of any contract a copy of the "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification prior to the award of contract will be cause for the rejection of the entire bid.



## Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor: **2)** 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: **3)** during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to 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 609-292-9292.

### A14. Affirmative Action

Each Contractor shall submit to the public agency, after notification of award but prior to execution of a good and services contract, one of the following three documents:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:24-4; or
3. An employee information report (Form AA302) provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) along with a copy of proof of payment to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of the bid. However, HCESC will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. Seq. and N.J.S.A. 17:27 et seq.

### A15. Stockholders' Disclosure

Bidders are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement accompanying the bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or more of that corporation's stock, or the individual partners 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 non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria, has been listed.

#### **A16. Non-Collusion Affidavit**

A notarized Non-Collusion Affidavit shall be submitted with the bid.

#### **A17. Indemnification**

The Contractor shall indemnify and hold harmless the HCESC, its board members, its Co-op Members, agents, servants, officers and employees from any and all claims, liability, damages, fines, fees and/or expenses, including, but not limited to reasonable attorneys' fees and costs of suit, arising out of, resulting from, in connection with and/or related to the Services set forth herein, if said claims, liability, damages and/or expenses are caused by any error, omission, negligent, reckless or intentional act of the Contractor, its subcontractors, agents, servants, officers and/or employees, or anyone else for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Section by an employee or agent of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits.

The Contractor shall also indemnify and hold harmless the HCESC, its board members, its Co-op Members, agents, servants, officers and employees from and against any costs and expenses (including reasonable attorney's and consultants fees and costs) incurred in enforcing any of the Contractor's defense, indemnity and hold harmless obligation under this Contract.

#### **A18. Interpretations and Addenda**

No interpretation of the meaning of the specification will be made to any bidder orally. Every request for such interpretations should be made in writing to HCESC and **must be received at least ten (10) days prior to the date fixed for the opening of bids to be given consideration**. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c), as may be amended, by certified mail, certified fax, or email with receipt no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract documents.

#### **A19. License/Permit - (if applicable)**

Performance of certain trades requires a license (Electrical, Plumbing, Locksmith, Pest Control, etc.) and/or permit (Fire Protection Equipment, **Boiler Repair**, etc.) under local or state laws, codes or regulations. Contractor shall hold such valid licenses and permits for the life of the contract. Copies of such shall be included with the bid submission.

Under no circumstances can trades requiring a license or permit be subcontracted out.

Contractors bidding on Boiler Inspection-Cleaning & Repair Services must possess a valid NJ Certificate of Repair Authorization - NJ-R-9.

**A20. New Jersey Prevailing Wage Act**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work that exceed the prevailing wage contract threshold amount (\$2,000) shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at

[http://lwd.dol.state.nj.us/labor/wagehour/lawregs/prevailing\\_wage\\_law.html](http://lwd.dol.state.nj.us/labor/wagehour/lawregs/prevailing_wage_law.html).

Accordingly, the Contractor must abide by the prevailing wage rate in the locality of the Co-op Member for each craft or trade or classification of all workmen needed to perform the contract during its performance period. The Contractor and any subcontractor shall pay to workmen wages that are not less than the prevailing wages. In the event that it is found that any workman employed by the Contractor or any sub-contractors pursuant to this contract is paid less than the required wage, then the Co-op Member may terminate the work as to which there has been a failure to pay required wages, and the Co-op Member may then prosecute the work to completion or otherwise. The Contractor and the Surety shall be liable to the termination of the contract and completion of the work in accordance with this provision.

Before final payment, the Contractor shall furnish the Co-op Member with an affidavit stating that all workmen have been paid the prevailing rate of wages in accordance with Federal requirements. The Contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each worker employed by him/her in connection with this work. Each Contractor and Subcontractor shall submit Manning Reports showing all information noted above on a weekly basis to the Co-op Member. Upon request, the Contractor and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workers for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

The Contractor and any sub-contractor shall post the various prevailing wages for each craft, trade or classification of workmen, including the effective date of any changes thereof, in a prominent and easily accessible place at the site of the work at such place or places as are used for the payment of wages to workmen.

The Contractor and any subcontractor shall keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by the contractor or sub-contractor, as the case may be, in connection with performance of this contract for two years from date of payment.

**A21. Public Works Contractor Registration**

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal must be registered at the time the bid proposal is submitted. After bid proposals are received and prior to award of the contract, the

successful contractors shall submit a copy of a contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

"Construction, reconstruction, demolition, alteration, or repair work, or maintenance work including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds."

"Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw\\_cont\\_reg.html](http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html). N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

### **A22. Prequalification/Notice of Classification**

Since the potential exists for this awarded contract to exceed \$20,000.00 ALL Contractors and Subcontractors must comply.

A. Pursuant to N.J.S.A. 18A: 18A-26-27 et seq., Bidders on any contract for public works which the entire cost of the contract exceeds \$20,000, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to class, category and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Commission if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective Bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

B. Every pre-qualified Bidder must submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements. (N.J.S.A. 18A:18A-32).

C. Bidders shall furnish evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the HCESC as part of the bidding documents. Where the Bidder intends to subcontract any portion of the project, the cost of which will exceed \$20,000, the subcontractor shall be pre-qualified to perform the work and the Bidder shall submit the requisite documentation pertaining to the subcontractor in accordance with Paragraphs A & B above. The HCESC may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the Bidder to perform their work. The Bidder shall furnish the HCESC with the information and data for this purpose upon request. The HCESC reserves the right to reject any bid if the information fails to establish to the HCESC's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. Notice of Classification for Contracts Exceeding \$20,000 (N.J.S.A. 18A:18A-27 et seq) Each Bidder shall submit with his bid a copy of a valid and active Prequalification/Classification letter issued by the Department of Transportation or the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. Any bid submitted to a school/Commission under the terms of New Jersey Statutes not including a copy of a valid and active Prequalification/Classification letter shall be rejected as being non-responsive to bid requirements. The "Request for Classification Booklet (DPMC 27)" can be viewed at [http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27\\_05.pdf](http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_05.pdf)

E. Uncompleted Contracts - Contracts Exceeding \$20,000 (N.J.A.C. 17:19-2-12) HCESC also requires that each Bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by law.

F. Prequalification Affidavit – Contracts Exceeding \$20,000 Pursuant to N.J.S.A. 18A:18A-32, every bidder shall submit with his bid a prequalification affidavit.

### **A23. W-9**

Vendors are required to submit a W9 after a contract is awarded. This form is available at the following link: <http://irs.gov/pub/irs-pdf/fw9.pdf>.

### **A24. Political Contributions Disclosure - Requirements**

Pursuant to N.J.A.C. 6A:23A-6.3, as may be amended, please note the following:

#### **Award of Contract**

"The HCESC will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the HCESC during the preceding one year period."

Contributions During Term of Contract - Prohibited

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the HCESC from any business entity doing business with the school district is prohibited during the term of the contract."

Chapter 271 Political Contribution Disclosure Form - Required -- N.J.A.C. 6A:23A-6.3 (a4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. Respondents' disclosure shall indicate any and all reportable contributions made to any State, county or local political entity of the State regardless as to which county said entity is located.

**A25. Political Contribution Disclosure Statement – Pay to Play**

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 Section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on the requirement is available from the New Jersey Election Law Enforcement Commission at 888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

**A26. Challenge of Specifications (N.J.S.A. 18A:18A-15)**

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on HCESC or the award of the Contract.

**A27. Compliance with all Laws – (where applicable)**

The Contract is governed by the New Jersey Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq. Contractor shall comply with all Federal and State Laws, county and local ordinances, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws, and county and local ordinances in any manner affecting those engaged or employed in the work, and shall protect and indemnify the HCESC, its officers, Co-op Members, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

Construction Contracts - Contractor is to comply with the New Jersey State Uniform Construction Code and the City of each Co-op Member's City Construction Code. Contractor is to obtain any required local municipal building permits and is to abide by local inspection requirements.

### **A28. Documents, Missing/Illegible**

The bidder shall familiarize himself with all forms provided by HCESC that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact HCESC at 908-439-4280 x 1513 for duplicate copies of the forms. This must be done before the bid date and time. HCESC accepts no responsibility to any bidder who does not receive a complete bid package in time for the bidder to submit with his bid.

### **A29. Document Signatures – Original; Blue Ink Preferred**

All documents returned to HCESC shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected. HCESC will not accept facsimile or rubber stamp signatures.

### **A30. Right to Know Law**

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law – N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact: New Jersey Department of Health, Right to Know Program, CN 368, Trenton, NJ 08625-0368.

### **A31. Disclosure of Investment Activities in Iran**

P.L.2012, c.25 prohibits State and local public contract with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

### **A32. Open Records**

HCESC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and, thus, subject to public disclosure in accordance with therefore all statutes, court decisions and the opinion of the State of NJ regarding the disclosure of proposal information.

### **A33. Acceptance of Bid and Contract Award**

This document is to be partially completed (top portion only) and included in the submission. In the event an award is made, a copy will be signed and returned with the award letter.

### **A34. Identification**

While engaged in the provision of services, all staff must wear photo identification displaying the company name and employee name on their person when performing work. In addition, all personnel shall report to the main office when arriving and departing the Co-op Member's facility.

### **A35 Debarment, Suspension or Disqualification**

HCESC will not enter into a contract for work with any person, company or firm that is on the State Treasurer's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List.

All Bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Treasurer's List of Debarred, Suspended or

Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List.

### **A36. Bidder Comment Sheet**

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the HCESC information or opportunities to improve the quality of the future or similar projects, without invalidating the bid proposal. It may NOT be used to take exception to specific conditions defined in the bid documents which the Bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the bidder wishes to raise objection, this must be done in writing to HCESC through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record.

### **A37. Source of Specifications/Bid Packages**

Bid packages for routine good and services are available from <http://purchasing.hcesc.com> at no cost to the Bidder. All addenda are posted on this site. Potential Bidders are cautioned that they are bidding at their own risk if they receive the specifications from a third party. HCESC is not responsible for third party supplied specifications.

### **A38. Force Majeure**

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under the Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or Contractors who have a contract with the HCESC to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

### **A39. Withdrawal of Bids**

The Business Administrator may consider a written request from a respondent to withdraw a bid if the written request is received by the Purchasing Agent before the advertised time of the bid opening. Any respondent who has been granted permission by the Purchasing Agent to have his/her bid withdrawn cannot re-submit a bid for the same advertised bid project. That respondent may, in the sole discretion of HCESC, also be disqualified from future bidding on the same project if the project is re-bid.

### **After the Bid Opening**

HCESC may consider a written request from a respondent to withdraw a bid, if the written request is received by the Purchasing Agent within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored.



The respondent who wishes to withdraw a bid must provide certification supported by written factual evidence that an error or omission was made by the respondent and that the error or omission was a substantial computational error and/or an unintentional omission.

The request to withdraw a bid after the bid opening may be reviewed by the Purchasing Agent and other interested administrators; and/or the Board Attorney and a recommendation will be made to the HCESC. If HCESC, in its sole discretion, grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the respondent's request to withdraw the bid is denied and a contract is awarded to the respondent but fails to execute the contract, the bid guarantee (if any) will be forfeited and become the property of HCESC.

#### **A40. Marketing**

Contractors are encouraged to strongly market the award. Contractor generated flyers and marketing materials promoting the award are requested and will be circulated among current and prospective Members.

### **B- REQUIREMENTS and CONDITIONS**

#### **B1. Scope of Services – (Open-Ended Contracts, Purchase as Needed)**

Under this Contract, the Contractor shall provide labor and materials for maintenance, repair and project work when directed by the Co-op Member for any building or grounds maintained by the Co-op Member at the contract prices for time and materials. Time and material services under this Contract will be requested and individually specified and contracted for by and with the Co-op Member. It is understood by all parties that there is no express or implied guarantee made by either the HCESC or the Co-op Members as to a minimum number or amount of any service contracted.

It is expressly noted that the general purpose of these time and material contracts is for the purpose of identifying a vendor of record. Accordingly, it is not the intention of these time and materials bids to substitute for specific construction bids necessary for the demolition, additions and new construction usually undertaken as a major capital project for new facilities. It is the responsibility of the individual Co-op Member to distinguish between the intended and non-intended purpose of these bids as described above.

#### **B2. Similar Work under Other Contracts**

Where work is of a project nature and well defined by specifications and/or drawings, the Co-op Member may perform such work apart from this contract using others after soliciting proposals and awarding contracts as permitted under State law.

The Co-op Members may also perform similar work apart from this contract where such work is exempt from competitive bidding under State law.

#### **B3. Contractor's Estimates**

Contractors must provide quotes at no cost to the Co-op Members except for emergency work. The Contractor will be required to submit a budget cost estimate before any work is started. The Contractor shall submit such estimates to arrive at the Co-op Member's office no later than 3 p.m. on the fifth business day after the Co-op Member's notification.

On emergency work, contractor must submit his budget cost estimate within forty-eight (48) hours after starting the job. Contractor may be required to furnish a “not to exceed” price for a specific project to enable the Co-op Member to encumber funds for that work.

#### **B4. Compensation for Work Outside of Normal Hours**

Work of an emergency nature may be performed outside the regular workday or work week only upon specific request of the Co-op Member. Emergency labor on Saturdays or outside the regular workday of 8 a.m. to 4 p.m. will be paid for at the rate of 1.5 times the contract time charges. Emergency labor on holidays and Sundays will be paid for at the rate of 2.0 times the contract time charges.

#### **B5. Equipment Rentals**

Contractor is to provide the necessary tools and equipment to perform specific crafts types of work on an “as required” basis. Such labor, tools and equipment shall be considered to be part of Contractor’s overhead costs and are not reimbursable under this contract except that equipment rentals of an unusual nature, size and/or capacity, not normally expected to be owned or provided by the Contractor in the judgment of the Co-op Member, may be made and the cost of such rental(s) will be reimbursed by the Co-op Member provided the rental(s) were approved, in advance. Copies of the invoices are to be provided. Reimbursement shall be at the cost of the rental, in increments of half days, for the time actually spent on the project, and no premium will be paid.

#### **B6. Delivery of Service**

The bidder hereby acknowledges that they will work with the Co-op Members to ensure satisfactory completion of any and all projects and deliverables. At least one employee of the Contractor at a work location shall speak English well enough to effectively communicate with representatives of the Co-op Member.

Employees of the Contractor shall preform all work. No work shall be subcontracted to other contractors without the prior approval of HCESC and at no increase in contract prices for time.

Response to reported emergencies is four (4) hours from initial telephoned trouble report on Monday through Friday (holidays excepted) and within six (6) hours on Saturdays, Sundays and holidays. Contact information must be supplied to report emergency situations.

For work not identified as an emergency by the Co-op Member, the Contractor shall report on site with not less than one qualified workman, no later than the fifth business day after receipt of request or notice to proceed.

#### **B7. Completion of Owner’s Time Sheet and Materials Records**

**All Contractor’s workmen shall report to the Co-op Member’s head custodian or appointed representative in each building prior to commencing any work and prior to each departure from the location of the work** and shall complete such time sheet records as Co-op Member desires in order to accurately determine the hours chargeable under this contract.

In addition the Contractor shall submit a copy of the Contractor’s job record to the head custodian or appointed representative at each job location upon completion of the job, and such job record shall show all parts/materials and equipment used and the name and hours worked for each workman chargeable under this contract. The Contractor’s job record shall be

subject to such further verification as required by the Co-op Member, and the Contractor shall furnish payroll records and vendor invoices as necessary to verify quantities of time, parts/materials and parts/material costs when so requested by the Co-op Member.

In addition the Contractor's workman shall complete written forms and reports and make phone reports to the Co-op Member when so requested by the Co-op Member.

### **B8. Workmanship and Compliance with Co-Op Member's Specifications**

All equipment, materials, and work must conform to the specifications that are included with the original contract documents and any additional specifications and/or drawings prepared by the Co-op Member that are issued to define work items under this contract.

Corrections to the work, that are required due to poor workmanship or the Contractor's failure to follow specifications and drawings, shall be corrected at the Contractor's expense.

### **B9. Guarantees and Warranties**

All installations including all materials, equipment, and installation labor shall be warranted by the Contractor to be free of defects for a period of at least one year after completion of the installations. The Contractor shall also provide a warranty for such equipment for the entire period of the manufacturer's warranty. All warranties and guarantees provided by vendors for equipment and materials shall be delivered to the Co-op Member prior to payment for the work. Repair, replacement, or other correction of defects under the Contractor's warranty shall be at the Contractor's sole cost.

### **B10. Permits, Inspections, and Certificates**

The Contractor shall obtain all permits, inspections and certificates required by local and state building code officials. Payment for permits shall be at the expense of the Co-op Member. Certificates shall be delivered to the Co-op Member prior to request for final payment. Where permits are required, no on-site work may begin until the proper permits are obtained. If permits are required but not obtained prior to the commencement of any project, the Contractor shall be responsible for any and all fines as well as any remedial work required to bring the project up to code.

## **C-TECHNICAL SPECIFICATIONS – GENERAL REQUIREMENTS**

### **C1. Codes**

All work shall be done in strict accordance with the New Jersey State Uniform Construction Code, the BOCA National Building Code, the National Electrical Code, the BOCA National Mechanical Code, the BOCA National Standard Plumbing Code, the National Fuel Gas Code (NFPA 54-1984), NFPA 10- portable fire extinguishers (and all updates), NFPA 72- National Fire Alarm Code (and all updates) the State of New Jersey Uniform Fire Code and all other relevant appropriate, industry, local and state codes.

All electrical items furnished or installed shall be UL listed for the intended service.

### **C2. Verification of Site Conditions**

The Contractor shall check and verify all "new to existing" connections as to location, size and elevation before any work commences.

The Contractor shall check and verify all dimensions before ordering equipment or materials to ensure proper fit and placement of new materials.

The Contractor is responsible for verifying that all equipment to be installed will fit through existing building openings.

### **C3. Work to Match Existing**

Unless otherwise directed or unless prohibited by codes, work for all trades shall be done with equipment, parts, materials, and construction methods that match the existing equipment, parts, materials, and construction methods.

When repairing or expanding fire alarm, security, temperature control, clock and other electrical systems, the Contractor shall use components and parts of the same model or part number and by the same manufacturer as the original installation except that later models by the same manufacturer may be substituted where advantageous based on price or performance and where such later models are compatible and otherwise intended by the manufacturer as a replacement. Where replacements from the manufacturer are not available, the contractor must obtain Co-op Member's approval of substitution.

### **C4. Substitutions**

Whenever manufacturer specifies parts, equipment or materials, equals may be substituted only if approved by the Co-op Member.

### **C5. Schedules**

All work shall be scheduled with the approval of the Co-op Member and shall not interfere unduly with building operations.

### **C6. Deliveries and Storage**

The Contractor shall perform acceptance and handling of work materials. Storage of materials or tools for the work within the building shall be limited to areas authorized by the Co-op Member. Outside storage will be permitted only when approved in writing by the Co-op Member, and the Contractor shall be responsible for security of all items stored on the Co-op Member's property.

### **C7. Cleanliness of Work Areas**

The Contractor shall, at all times, maintain all areas in and about the work in a neat and safe condition. The Contractor shall remove trash and all other waste resulting from the work from the site. Use of Co-op Member's trash receptacles is forbidden for disposal of any removals, rubbish, or waste resulting from the work under this Contract.

### **C8. Cutting**

Prior to cutting which affects the strength of load bearing walls or other structural components the Contractor shall submit a written request to the Co-op Member or Engineer for permission to proceed with such cutting.

### **C9. Patching**

Any surfaces disturbed or exposed by the Contractor during installations and removals shall be finished except for painting to match surrounding surfaces using similar materials.

### **C10. Startup**

The Contractor shall start up all services in the presence of the Co-op Member and shall provide all lubrication and adjustments required so that the services operate in accordance with these specifications and in accordance with the manufacturer's standards.

### **C11. Operating and Maintenance Manuals**

The Contractor shall furnish one set of manufacturer's operating and maintenance instructions to the Co-op Member for all equipment furnished.

### **C12. Asbestos**

No asbestos-containing materials may be used in this Contract.

Prior to performing any work, the Contractor shall contact the Co-op Member's Asbestos Coordinator to determine whether any materials that will be affected by this work contain asbestos.

The Contractor shall not remove, disturb, or repair any existing asbestos containing materials. Where the Contractor finds or suspects asbestos containing materials that will be disturbed by this work, he shall contact the Co-op Member's Asbestos Coordinator who will arrange for the removal of the asbestos by others. **Under no circumstances shall asbestos be disturbed.**

Where asbestos-containing materials are to remain are in proximity of work to be performed by the Contractor and the possibility of disturbance and exposure of workmen exists, or if State or Federal regulations so require, Contractor shall provide appropriate protective clothing to all workmen so exposed.

## **D-TECHNICAL SPECIFICATIONS – DEMOLITION AND REMOVALS**

### **D1 Scope of Work**

#### **D1.1. Equipment Items**

Remove existing equipment items that are replaced or placed permanently out of service as a result of the work except as otherwise directed by the Co-op Member.

#### **D1.2. Piping**

Remove existing exposed piping (including associated hangers and supports) that is replaced or placed permanently out of service as a result of the work except as otherwise directed by the Co-op Member.

#### **D1.3. Electrical Items**

Remove existing exposed electrical branch circuits (including raceways and wiring) that are replaced or placed permanently out of service as a result of the work except as otherwise directed by the Co-op Member.

Disconnects, panels, starters and breakers shall not be removed unless so directed.

## **D2 Removal Procedures**

### **D2.1. Piping Removals**

Where removal of piping leaves open connections on new or remaining piping, provide screwed caps or plugs or welded caps to close such connections. Add additional hangers and other supports as required so that all remaining piping is supported in accordance with the specifications.

### **D2.2. Electrical Removals**

Where unused wiring occupies raceways that serve other circuits still in service, the unused wiring shall be pulled from the raceways in such a manner that remaining wiring is undisturbed. Where such removals are not practical, unused wiring may remain.

Provide NEC approved closures for all openings in raceways, panels, and other electrical enclosures.

Where raceway to be removed runs through concrete floors or walls cut conduit flush with surface and seal with cement.

### **D2.3. Restoring Surface Finishes**

Where concrete pads are removed or attachments to walls and ceilings are removed, the floors and walls shall be patched and finished as necessary to provide a smooth surface finished, except for paint, to match the surrounding areas.

## **D3. Disposal of Materials Removed**

All equipment, parts, or materials removed that have resale value or that have value to the Co-op Member, as spare equipment, parts, or materials shall be delivered to such location as directed by the Co-op Member.

The Contractor shall be responsible for safe disposal of all scrap equipment, parts, and materials in accordance with any applicable state or federal regulation. The Contractor shall not remove from the site any materials or equipment containing any hazardous materials, including those regulated by NJDEPA, until the Contractor has submitted a disposal plan to the Co-op Member for his review and approval.

Use of Co-op Member's trash receptacles is forbidden for disposal of any removals, rubbish, or waste resulting from the work under this contract except for minor amounts of paper, cardboard, and wood packaging materials.

## **D4. Asbestos Precautions**

Removal of asbestos in any amount is not part of the work and is strictly forbidden. Where asbestos removals by others are required, the Contractor shall clearly mark the extent of the removals required.

**This Form must be included with bid submission**

**Exhibit A**

**EEO/Affirmative Action Compliance Notice  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
Goods, Professional Service and General Service Contracts**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Hunterdon County Educational Services Commission and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the HCESC files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the HCESC, **within seven (7) days after receipt of notification of intent to award**, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally approved or sanctioned EEO/AA program?**

Yes \_\_\_\_\_ No \_\_\_\_\_

**If yes, please submit a Photostatic copy of such approval.**

2. A certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the HCESC as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?**

Yes \_\_\_\_\_ No \_\_\_\_\_

**If yes, please submit a Photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150 made payable to "treasurer, State of NJ" and forward a copy of the Form to the HCESC **along with proof of payment to the State**. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulation. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her 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.S.A. 17:27.

Company \_\_\_\_\_ Signature \_\_\_\_\_

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

Date \_\_\_\_\_

## MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

### **Goods, General Services, and Professional Services Contracts**

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

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

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state 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 the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing 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.



**AFFIRMATIVE ACTION LANGUAGE continued**

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:

- 1-Letter of Federal Affirmative Action Plan Approval
- 2-Certificate of employee Information Report; or
- 3-Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

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

Acknowledged: Vendor Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

For Further information: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf)

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Mandatory Equal Employment Opportunity Language  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C, 127)  
N.J.A.C. 17:27-1.1 et seq.

Construction Contracts

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience

with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in the regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor;
  - (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program,. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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

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

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

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

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

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**This Form Must Accompany Bid Submission**  
**Exhibit B**

**NON COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ Of full age, being  
duly sworn according to law on my oath depose and say that:

I am  
Of the firm of \_\_\_\_\_

The bidder making the Proposal of 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 any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, made with full knowledge that the Hunterdon County Educational Services Commission 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 \_\_\_\_\_ (N.J.S.A. 52:34-15)  
Name of Contractor

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Type or Print Name of Bidder

Subscribed and sworn to before me  
This day of \_\_\_\_\_

\_\_\_\_\_  
Seal Notary Public

My Commission expires \_\_\_\_\_ 20\_\_

**This Form Must Accompany Bid Submission**

**Bidder's Acknowledgement of receipt of addenda to bid documents**  
**Exhibit C**

The undersigned Bidder hereby acknowledges receipt of the following Notices, Revisions, and/or Addenda to the bid advertisement, specifications and bid documents. By indicating date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the Notice, Revision or Addendum. Note that the Commission's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

<u>Reference Number or Title of Addendum/Revision/Notice</u>	<u>How Received (mail, fax, pick-up, Etc.)</u>	<u>Date Received</u>

**Acknowledgement by Bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**This Form Must Accompany Bid Submission**  
**Exhibit D**

**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP**

Please check one type of Ownership, complete the form, and execute where provided.

- |  |  |
|--|--|
| <input type="checkbox"/> <u>Corporation</u><br><input type="checkbox"/> <u>Partnership</u><br><input type="checkbox"/> <u>Sole Proprietorship</u><br><input type="checkbox"/> <u>Sub Chapter S Corporation</u> | <input type="checkbox"/> <u>Limited Partnership</u><br><input type="checkbox"/> <u>Limited Liability Corporation</u><br><input type="checkbox"/> <u>Limited Liability Partnership</u><br><input type="checkbox"/> Other: _____ |
|--|--|

All bidders must submit this statement setting forth the names of all individuals who own a 10% or greater interest in the bidder as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders/partners holding 10% or more of that corporation or partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership has been listed.

If there is no stockholder, partner or individual that owns 10% or more of the bidder, write "None" or similar language below.

***List of Stockholders/Partners with Ten Percent (10%) or More Interest in Bidder:***

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Share Owned</u>

***List of Stockholders/Partners with Ten Percent (10%) or More Interest in Any Organization Listed Above:***

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Share Owned</u>

Use additional paper if needed. Check here  if additional sheets are attached.

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

**Address** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Authorized Agent** \_\_\_\_\_ **Title** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Agent**

Americans with Disabilities Act of 1990  
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 the 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.



October 20, 2004

**Revised Contract Language for BRC Compliance**

Goods and Services Contracts (including purchase orders)

\*Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- \*2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; and,
- 4) 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 tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to 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 609-292-9292.

**This Form Must Accompany Bid Submission**  
**Exhibit E**

**Hunterdon County Educational Services Commission**  
**Boiler Inspection-Cleaning & Repair Services #SER-10D**  
**November 2, 2016 through November 1, 2017**

**Statement of Suspension or Debarment**

State of New Jersey/ \_\_\_\_\_  
Specify, of other

County of \_\_\_\_\_

I, \_\_\_\_\_ of the (City, Town, Borough)

Of \_\_\_\_\_ State of \_\_\_\_\_ of full  
age,

Being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm

Of \_\_\_\_\_ the bidder

Making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making of this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Name of Contractor: \_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Signature of Authorized Representative

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify other State

My Commission expires \_\_\_\_\_ 20\_\_\_\_

**This Form Must Accompany Bid Submission**  
**Exhibit F**

**Chapter 271**  
**Political Contribution Disclosure Form**  
**Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

**Reportable Contributions**

<b><u>Date of Contribution</u></b>	<b><u>Amount of Contribution</u></b>	<b><u>Name of Recipient Elected Official/ Committee/Candidate</u></b>	<b><u>Name of Contributor</u></b>

The Business Entity may attach additional pages if needed.

**No Reportable Contributions** (Please check (✓) if applicable.)

I certify that \_\_\_\_\_ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

**Certification**

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Business Entity \_\_\_\_\_

**This Form Must Accompany Bid Submission**

**Hunterdon County Educational Services Commission**  
**Boiler Inspection-Cleaning & Repair Services #SER-10D**  
**Bid Proposal Form**  
**Exhibit G**

**November 2, 2016 through November 1, 2017**

- I. That this bid is made without previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- II. That no member of the Board nor any officer or employee or person whose salary is payable in whole or part from the Treasurer of said Board is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it is related or in any portion of the profits thereof.
- III. That said bidder has carefully examined and understands that the requirements and conditions to bidders, the instructions to bidders, the specifications and the schedules prepared under the direction of the Board are a part of the bid proposal and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
- IV. That the Stockholder Owner Certifications is completed for this bid. Said bidder complies with the requirements N.J.S.A. 10:5-31 and N.J.A.C. 17:27.
- V. The undersigned hereby acknowledges their authority to submit this proposal on behalf of the firm listed below and bind it to comply with these requirements, terms and conditions if any contract is awarded through this Call for Bids process.
- VI. The undersigned hereby acknowledges that they will work with HCESC and its member districts to ensure satisfactory completion of any and all projects and deliverables.

**The HCESC fee shall be incorporated into all prices bid in this submission.**

**Hourly Rate: \$ \_\_\_\_\_ Materials Markup %: \_\_\_\_\_**

**County(s) Willing to Service: \_\_\_\_\_**

**Company Name: \_\_\_\_\_**

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

**Federal ID# or Social Security # \_\_\_\_\_**

**Signature of Authorized Agent: \_\_\_\_\_**

**Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_**

**Title of Authorized Agent: \_\_\_\_\_ Email Address: \_\_\_\_\_**

**Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_**

**This Form Must Accompany Bid Submission**

**Hunterdon County Educational Services Commission**

**Boiler Inspection-Cleaning & Repair Services #SER-10D**

**Bid Proposal Form continued**

**Exhibit G**

Company Name: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title of Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Performance Bond Option (see A7) – Rate per thousand for bond:** \_\_\_\_\_

Bonding Company Name: \_\_\_\_\_

Name and Phone Number of Contact: \_\_\_\_\_

Responsible for Reporting and Fees: \_\_\_\_\_

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_ WILLING to provide the item(s) herein bid upon to other agencies (members) in System 34HUNCCP-HCESC Cooperative Purchasing, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the other participating agencies by separate contract, subject to the overall terms of the master Contract to be awarded by HCESC that no additional service or delivery charges will be levied except as permitted by these specifications.

\_\_\_\_\_ NOT WILLING to extend prices to Other Agencies (members) as described. It is understood that this will not adversely affect consideration of this bid with respect to the needs of HCESC (Lead Agency). In keeping with HCESC's commitment to providing cooperative pricing contracts for its membership, refusal to extend pricing to the co-op may result in a dual award to include an alternate vendor willing to extend pricing for the duration.

**This Form Must Accompany Bid Submission**

**Hunterdon County Educational Services Commission  
Boiler Inspection-Cleaning & Repair Services #SER-10D**

**November 2, 2016 through November 1, 2017**

**Prevailing Wage Certification**  
**Exhibit H**

It is the determination of the Hunterdon County Educational Services Commission that this is a public works project that in total will exceed two thousand (\$2,000.00) dollars, therefore, prevailing wage rules and regulations apply as promulgated by the NJ Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25.

I certify my understanding that this contract requires prevailing wages to be paid in full accordance of the law.

I further certify that all subcontractors understand that this contract (project) requires the subcontractor to pay prevailing wages in accordance with the law.

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

Authorized Agent: \_\_\_\_\_  
Print

Signature of Authorized Agent: \_\_\_\_\_

Date: \_\_\_\_\_

**This Form Must Accompany Bid Submission**  
**Exhibit I**

**ACCEPTANCE OF BID AND CONTRACT AWARD**  
(to be completed by Bidder)

In compliance with the Request for Proposals, the undersigned warrants that I/we have examined the Requirements and Conditions and, being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, and specifications and amendments in the Request for Proposals. Signature also certifies understanding and compliance with the certification requirements of the HCESC's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility and that of any proposed subcontractors, time of completion, as well as other factors of interest to the HCESC as stated in the evaluation sections will be a consideration in making the award.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Authorized Person (print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (blue ink preferred): \_\_\_\_\_

**Acceptance of Bid and Contract Award to be completed only by HCESC**

Your bid is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from a Co-op member. The parties intend this contract to constitute the final and complete agreement between the HCESC and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue for one year unless terminated, canceled or extended.

Awarding Agency: Hunterdon County Educational Services Commission

Authorized Signature: \_\_\_\_\_  
Corinne Steinmetz, SBA/BS

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Contract Number: **#SER-10D Boiler Inspection-Cleaning & Repair Services**

**This Form Must Accompany Bid Submission**

**Hunterdon County Educational Services Commission  
Boiler Inspection-Cleaning & Repair Services #SER-10D  
Exhibit J**

**November 2, 2016 through November 1, 2017**

**Equipment Certification**

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that \_\_\_\_\_  
Name of Company

owns all the necessary equipment as required by the specifications and to complete the public work project.

OR

\_\_\_\_\_ leases or controls all the necessary equipment as required by  
Name of Company

the specifications and to complete the specified public work project.

OR

If you are not the owner or person in control of the equipment, indicate who the owner is or the person in control: \_\_\_\_\_  
Name of Person Company Phone #

Company Name (Bidder): \_\_\_\_\_

Authorized Person (Print): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_



**This Form Must Accompany Bid Submission**

**Hunterdon County Educational Services Commission  
Boiler Inspection-Cleaning & Repair Services #SER-10D  
Exhibit K**

**November 2, 2016 through November 1, 2017**

**Pre-Qualification Affidavit**

The below affidavit must be submitted with your bid pursuant to N.J.S.A. 18A:18A-32:

STATE OF NEW JERSEY )  
 ):SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of the City of \_\_\_\_\_

In the County of \_\_\_\_\_ and the State of \_\_\_\_\_  
Of full age, being duly sworn according to the law on my oath depose and say that:

I am the \_\_\_\_\_ of \_\_\_\_\_ and the bidder  
Position Name of Company

for the above named project and the answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required under Chapter 105, Laws of 1962 (N.J.S.A. 18A:18A-27 et. seq.) as amended, except as set forth herewith:

\_\_\_\_\_ is classified by the State of New Jersey under Chapter 105,  
Name of Company

Laws of 1962, as amended. This Classification became effective \_\_\_\_\_, 20\_\_\_\_

Type of Contract/Trade Classified: \_\_\_\_\_

Approved Amount: \_\_\_\_\_ Total amount of uncompleted work: \_\_\_\_\_

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Building and Construction is attached.

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify other State

My Commission expires \_\_\_\_\_ 20\_\_\_\_

**This affidavit does NOT take the place of the Notice of Classification or the Total Amount of Uncompleted Contract Issued by the State of New Jersey, both of which must be submitted with each Bidders Bid.**

**Hunterdon County Educational Services Commission  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Quote Number:** \_\_\_\_\_

**Bidder/Offeror:** \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

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

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

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

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGE.**

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

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

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

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

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

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Hunterdon County Educational Services Commission**  
**Boiler Inspection-Cleaning & Repair Services #SER-10D**  
**Exhibit M**

Bidder's Comment Form

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the Commission information or opportunities to improve the quality of **future or similar** projects. It may NOT be used to take exception to specific conditions, of the project defined in the contract documents that the Respondent does not lie. The bid provided must be based upon the plans and specs, and all contract conditions, as stated.

If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done in writing at least three (3) days prior to the bid opening date as required by the specification. Responses will be circulated to all Bidders of Record. Inquiries raised too close to the bid opening date will not be answered.

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Certificate Number

Registration Date: 02/15/2015  
Expiration Date: 02/14/2016



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**2015**

Responsible Representative(s):  
Peter V. Pirozzi, Managing Member

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

From: CClass@treas.state.nj.us [mailto:CClass@treas.state.nj.us]  
 Sent: Friday, May 25, 2012 7:53 AM  
 To: CClass  
 Subject: Notice of Classification

State of New Jersey



DEPARTMENT OF THE TREASURY  
 DIVISION OF PROPERTY MANAGEMENT AND  
 CONSTRUCTION  
 33 WEST STATE STREET - P.O. BOX 042  
 TRENTON, NEW JERSEY 08625-0042



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:25-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$8,100,000	C030 -HVAC C030 -PLUMBING license #: C046 -SPRINKLER SYSTEMS license #:	05/21/2012 05/21/2012 05/21/2012	05/20/2014

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <http://www.state.nj.us/treasury/dpmc>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEBSITE.

Sample



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
20 W. STATE STREET
PO BOX 042
TRENTON, NEW JERSEY 08625-0042

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is \$ \_\_\_\_\_

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Affix corporate seal here

SAMPLE

Respectfully submitted,

By \_\_\_\_\_
Name of Firm

Signature

Title

Business Address

Phone

Sworn to and subscribed before me This \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

State of New Jersey

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
Division of Public Safety and Occupational Safety & Health  
Bureau of Boiler and Pressure Vessel Compliance



*SAMPLE*

*SAMPLE*

CERTIFICATE OF REPAIR AUTHORIZATION

NLR-9

This certificate issued to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And is hereby authorized to use the New Jersey Repair Symbol R-9, in accordance with the applicable rules of N.J.A.C. 12:90. The use of the Repair Symbol and authority granted by this Certificate of Authorization is subject to the provisions set forth in the application, quality control manual and regulations. Repairs made under this authorization shall have been made in strict accordance with the provisions of N.J.A.C. 12:90 and the 2004 edition of the National Board Inspection Code with addendum or the most current edition with addendum.

This Authorization is issued or renewed on June 23, 2011  
and expires on June 22, 2014 by:

DIVISION OF PUBLIC SAFETY  
AND  
OCCUPATIONAL SAFETY & HEALTH

BUREAU OF BOILER AND PRESSURE VESSEL COMPLIANCE

By: Milton Washington 6/23/2011  
Milton Washington, Chief Date  
Bureau of Boiler and Pressure Vessel Compliance