

INVITATION TO BID

The Board of Education of the City of Plainfield invites written sealed bids for the following:

BID # 2016-05 HEATING CONTROLS REPAIR SERVICE

Bids will be accepted by mail or in person until 10:00 a.m., prevailing time on Tuesday, June 02, 2015 at the Board of Education Office, 1200 Myrtle Avenue, Plainfield, New Jersey, at which time bids will be publicly opened and read aloud.

Bids must be made on Proposal Form furnished; in the manner designated, and the envelope containing the bid shall be endorsed on its face with the name of the person, firm or corporation making such proposal and the bid number and name for which such proposal is made.

The Board reserves the right to accept or reject any or all proposals, waive informalities and to award orders for the whole or part of the work at its discretion if deemed in the interest of the Board of Education to do so.

Copies of the bid documents and specifications, one (1) set, may be obtained at the Board of Education Facilities & Grounds Office, 920 Park Avenue, Plainfield, (908-731-4356) or the Board of Education Office, 1200 Myrtle Avenue, Plainfield, (908-731-4338) between the hours of 8:30 a.m. and 4:30 p.m.

Bid proposals must be accompanied by bid bond, certified check, or cashier's check, drawn to the order of the Board of Education, City of Plainfield in the amount of 10% of the base bid. However, in no case shall this amount exceed twenty thousand (\$20,000) dollars.

No bid may be withdrawn for a period of sixty (60) days after the date set for opening thereof.

Bidders must be classified for public work with the State of New Jersey, Department of the Treasury, Division of Building and Construction, prior to the date that bids are accepted, for all construction projects in excess of \$20,000.00. A copy of the pre-qualification/classification certificate and Affidavit as to the total amount of uncompleted contracts must be submitted with the bid.

Contractors must also comply with P.L. 1999 c 238 "THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT".

Contractors must comply with P.L. 2004, c.57, a copy of your Business Registration Certificate must be submitted with the bid.

In accordance with the provisions of N.J.S.A. 10:5:33, all bidders are placed on notice of contract compliance with the law against discrimination and related provisions of P.L. 1975, Chapter 127.

Corporate or partnerships bidders shall state names and addresses of stockholders or partner holding ten (10) percent or more interest therein, in compliance with P.L. 1977, Chapter 33.

Bids shall be based upon compliance with requirements of State of New Jersey, Prevailing Wage Act, (N.J.A.C. 12:60-2.1 and 6.1, N.J.S.A. 34:11-56.25 et Seq.) effective January 1, 1954, and with such other laws as affect work to be performed of Boards of Education in the State.

Bidding shall be in conformance with applicable requirements of N.J.S.A. 18A:18A-1 et Seq., pertaining to the "Public School Contracts Law."

Upon contract award, bidder must furnish and deliver a performance/payment bond for 100 percent (100%) of the contract amount.

BOARD OF EDUCATION
CITY OF PLAINFIELD
GARY L. OTTMANN
SCHOOL BUSINESS ADMINISTRATOR

HEATING CONTROLS REPAIR SERVICE

PART I GENERAL CONDITIONS

This specification is written as authorized by Gary L. Ottmann, School Business Administrator as directed by NJSA 18A: 17-28. All inquiries to these specifications shall be directed to:

Public Schools of Plainfield
Coordinator of Facilities and Grounds
Kenneth C. Welch, Jr.
920 Park Avenue
Plainfield, New Jersey 07060
(direct) 908-731-4356, (fax) 908-731-4357.

All bids must be on an approved Bid form and must be in a sealed envelope endorsed on its face with the name of the person, firm or corporation making the proposal, date of its presentation and the title of the services, materials, equipment or supplies for which such proposal is made.

Proposals must be submitted with all blanks appropriately filled in. They must be signed. Proposals, which are incomplete, conditional, or obscure, may be rejected.

In setting forth specifications, it is the intention of the Board of Education to offer equal opportunity to all bidders. Items referred to by number of company name are for descriptive purposes only and do not rule out equal substitutions.

Bidder shall submit price per stated item and the extension against each item. In the event of a discrepancy between unit price and extension, the unit price will prevail. Any price inserted must be net, delivered uncrated, set up in place and include all charges. Curb or tailgate delivery will not be accepted. Packages must be limited to 75 pounds.

Failure to meet specifications shall release the Board from any or all obligations to contract manufacturers, his/her agents, or his/her dealers and shall enable the Board to place the order with whom they please without obligation or restriction as to the manner of purchasing.

Unless otherwise stated, items must be delivered within sixty (60) days of the receipt of purchase order.

Contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, as none will be provided by the Board of Education.

All damaged items, or items which do not comply with specifications will not be accepted and title thereof will not vest to the Board of Education until such items are accepted by the Board of education. The contractor must replace, without further cost to the Board, such damaged or non-complying items before payment will be made.

The successful bidder is requested to furnish and deliver items covered by the specs for a period of one (1) year from the date of bid opening. If bidder wishing to base his/her prices on a different period, he/she

is requested to specify that period. During the term of the contract, additional items and/or services can be procured at the unit prices indicated on the bid specifications sheets.

Where general conditions clauses are repeated herein it shall be understood as calling special attention to them or as a further qualification and shall not be construed as omitting any other part of the general conditions clause.

Definitions:

Bidder any individual or contractor who submits a bid that conforms legitimate bid pursuant to 18A: 18A-22

Contractor refers to the successful bidder

The Board or Board of Education refers to the Plainfield Board of Education and/or it's authorized agent

Price Time Period: Prices quoted by the bidders for the life of the contract from the date of bid award. During the term of the contract, additional items and/or services can be procured at the unit price(s) indicated by the bidder(s) on the bid specification sheet(s).

Contract Renewal: Pursuant to 18A: 18A-42, the board, upon agreement with the vendor, may elect to renew a contract for one (1) year periods, for a period not to exceed two (2) additional years providing any increases in the contract cost over the two year period shall be in compliance with current applicable laws and regulations..

INTENT

Pursuant to 18A: 18A-15. It is the intent and purpose of these specifications to describe the general conditions and requirements necessary for the entering into an agreement and contract for **Heating Controls Repair and Service** as provided for herein and as applicable in the proposal form, or as mutually agreed upon during the period of contract. The conditions and requirements are intended to encourage free, open, competitive and non-restrictive bidding and uniformity in the submission of bids and selection of the most responsible contractor. The contract will be for one (1) year, beginning July 1, 2015 and continuing through June 30, 2016.

Intent of these specifications is to cover maintenance service complete in every respect. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed to be understood by the bidder and included herein.

All materials and equipment shall be new and in excellent condition.

It shall be mutually agreed that the contractor has included cost to remedy all deficient items in his proposal and he will be responsible for satisfactory/functioning of the equipment without extra compensation. The contractor may at his option provide with the bid a detailed list explaining the work intended to be performed under the clause.

The Board of Education will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

The successful bidder will be required to complete the work in its entirety or any part thereof, to the satisfaction of the Coordinator of Facilities and Grounds in strict accordance with the specifications and pursuant to a contract therefore.

CONSIDERATION OF BIDS

Contracts will be awarded to the lowest, responsible bidder. The awards will be made, or rejected, within sixty (60) days from the date of the bid opening.

All bid deposits of the unsuccessful bidders (except the lowest three (3) bidders) will be returned or refunded by the Board of Education within ten (10) days of the opening.

The bid security of the unsuccessful bidder, and the next two (2) lowest bidders will be retained by the Board of Education until the execution and delivery of the formal contract and performance bond of the low bidder. At such time, bid deposits of the other two (2) low bidders will be returned.

The Board of Education reserves the right to waive, in its sole discretion, any bid requirements when such waiver is in the genuine best interest in the district, and where such waiver is permitted by law.

The bidder to whom the contract is awarded shall execute, and deliver the requisite contract documents including the required performance bond within 10 days after notification of contract award. Upon his or her failure or refusal to comply in the manner and within the time specified, the Board of Education may either award the contract to the next lowest bidder or re-advertise for new bids/proposals. In either case, the Board of Education may hold the defaulting bidder and his or her surety liable for the difference between the applicable sums quoted by the defaulting bidder, and the sum which the Board of Education may be obligated to pay the contractor who undertakes to perform and complete the work of the defaulting bidder.

The board reserves the right to reject any and all bids, at its option, without recourse, and to waive immaterial informalities.

DISQUALIFICATION OF BIDDERS (N.J.S.A. 18A:-18A-22):

No bid shall be accepted that does not conform to the specifications furnished by Board of Education.

Failure to comply with the contract documents in their entirety shall be grounds for disqualification. Bids must be made on standard proposal forms as provided in the specifications furnished by the Board of Education.

PENALTIES FOR FALSE STATEMENTS (N.J.S.A. 18A:18A-33):

A person that makes, or causes to be made, a false, deceptive or fraudulent statement in any questionnaire required to be submitted in response to any INVITATION TO BID AND/OR REQUEST FOR PROPOSAL advertised by the Board of Education, and is subsequently convicted as a result of due process, the State may take action to initiate debarment proceedings against the bidder for a reasonable period of time consistent with the seriousness of the offenses.

QUALIFICATION OF BIDDERS

The bidder shall hold the appropriate licenses, certifications, or other professional credentials required by appropriate federal, state and local laws to perform these services.

PRE-QUALIFICATION/CLASSIFICATION

State Pre-Qualification affidavits (in separate envelope): Per Chapter 105, Laws of 1962, a bidder on public work of over \$20,000 for a Board of Education must first have been qualified by State Dept. of

Treasury. He must submit with his bid notarized affidavits setting forth the type of work for which he has been qualified (NOTICE OF CLASSIFICATION), and the total amount of uncompleted work on contracts on the date of the classification (TOTAL AMOUNT OF UNCOMPLETED CONTRACTS). Forms and information are available from Division of Property Management and Construction, Taxation Building, West State & Willow Streets, Trenton, NJ 08625, (609) 292-1718.

BUSINESS REGISTRATION CERTIFICATE

A-3130 (PL 2004 c.57) requires all local contracting agencies including school districts to collect state “business registration” certificates of vendors with whom they conduct business.

The law requires the submission of a registration certificate at the time of bid.

PUBLIC WORKS CONTRACTOR REGISTRATION ACT (P.L. 1999, c.238)

Bidders are required to be registered with State of New Jersey Department of Labor, Division of Wage and Hour Compliance before submitting a bid for a “public work” contract.

Bidders are to submit a copy of their contractors Certificate of Registration or evidence that the contractor has submitted a registration application with the bid.

NON-COLLUSIVE AFFIDAVIT (N.J.S.A. 52:34-15):

Bidders shall comply with the required completion and submittal of a FORM OF NON-

CORPORATE OWNERSHIP DISCLOSURE (N.J.S.A. 52:25-24.2):

Bidders shall supply with their bid a statement setting forth the names and addresses of all stockholders owning ten percent (10%) or more of the stock in the case of a corporation or ten percent (10%) or more of the stock or greater interest in the case of a partnership or acknowledgment that no person or entry has ten (10) or greater priority interest in the bidder. Contained in the Form of Proposal is the STATEMENT OF OWNERSHIP FORM which should be completed by the bidder.

AFFIRMATIVE ACTION REGULATIONS (P.L. 1975, C.127 AND N.J.A.C. 17:27):

Bidders are required to comply with the State of New Jersey, Affirmative Action Regulations (P.L. 1975 , C. 127 and N.J.A.C. 17:27). One of the following documents will be accepted: Federal Letter or Plan of Approval, Certificate of Approval, Certificate of Employee

SHIPPING COSTS AND FEES

All bid prices are firm and include FOB destination delivery and necessary mounting hardware.

AWARDS:

In executing the contract, the successful bidder agrees to perform all work in accordance with the terms and conditions of the Contract Documents to the reasonable satisfaction of the Board of Education, and to complete all work within the number of calendar days specified in the contract.

Successful bidder will be notified of the time and place for the signing of contracts, key requirements in the conduct of the contract, including, but not limited to, the number of days of performance of the contract, manner and schedule of payments, and other administrative details will be reviewed at the award meeting.

AWARD OF CONTRACTS WHEN BIDS ARE EQUAL (N.J.S.A.18A-18A-38):

Whenever two or more proposals of equal amounts are the lowest bids/proposals submitted by responsible bidders, the Board of Education may award the contract to any one of such bidders as, in his discretion, he may determine.

PART II PERFORMANCE

CONTRACTOR'S RESPONSIBILITY

Contractor will carefully examine the existing building(s) and ground(s) and make all necessary investigations to inform himself thoroughly and fully for delivery of materials and equipment.

Contractor will be held to have examined all specifications and all other data or instructions pertaining to the service work.

No consideration or allowance will be granted for failure to visit site(s), or for any alleged misunderstanding or materials to be furnished, or work to be done. It being understood that tender of proposal carries with it agreement to all items and conditions referred to herein.

The contractor shall use only skilled, competent, trained, licensed or certified personnel. If, due to the fault or neglect of the contractor, his agents, or employees, any damage occurs to the Board of Education property, and/or equipment during performance of this contract, the contractor shall be responsible for such loss or damage. The Board of Education, at its option, may either require the contractor to replace all property or reimburse the Board of Education for the full value of the lost or damaged property.

PREVAILING WAGE ACT P.L. 1963, c150 (C.34:11 – 56.25, et seq.)

Contractors are required to comply with the State of New Jersey Prevailing Wage Act, and will be required to show proof of payment of prevailing wages to any and all employees involved in the performance of this contract. Bidders are encouraged to contact the State of New Jersey, Department of Labor, Prevailing Wage Determination Office in Trenton, New Jersey and request current copies of the appropriate County Wage and Benefits Rate.

ASSIGNMENT OF CONTRACT

The contractor shall not sell, transfer, assign or otherwise dispose of the contract to any third party. The contractor shall not assign, by power of attorney, or otherwise, any of the moneys to become due and payable under this Contract.

INTERRUPTION OF SERVICES - SHUTDOWN

Where work makes temporary shutdown of services unavoidable, shutdown at night or at such times as approved by the Owners, which will cause least interference with established operating routines. Arrange to work continuously, including overtime if required, to assure that building services will be shut down only during time actually required to make necessary connections to existing work and/or removals that may be required.

Any shutdowns of existing services are to be kept to a minimum. Prior to any shutdown, arrangements shall be made with the Owners to establish a time agreeable to them. If this time is to be on a premium time basis, there shall be no additional charges or costs to the Owners.

PERFORMANCE BONDS (N.J.S.A. 18A-18A-25)

The successful bidder shall furnish within ten (10) business days after notice of contract award a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the total contract price as security for faithful performance of this contract. No contract shall be executed unless,

and until the required performance bond is submitted to the Board of Education, and the Surety must be presently authorized to do business in the State of New Jersey. The cost of all performance bonds required under this contract shall be borne by the contractor. The performance bond must be legally effective as of the date the contract is signed. The bond must indicate the contractor's name exactly as it appears on the contract.

GUARANTEE

Contractor shall guarantee in writing all labor and materials for a period of one (1) year from date of substantial completion. Such guarantee shall include all repairs and/or replacement at the contractor's expense. This guarantee shall include any and all defects which may appear in his work, equipment, apparatus, or materials, during that period, which arise from defective workmanship, imperfect or inferior materials.

MATERIAL (Domestic) AND LABOR

All materials shall be new and of the best quality of their respective kinds; workmanship shall be in all respects of the highest grade; and all construction shall be done according to the best practice of the trade.

All materials incorporated into this project are to comply with the statutes on the use of Domestic Materials on Public Work. (N.J.S.A. 52:33-1 to 52:33-4) and (N.J.S.A. 18A:18A-20)

It is the contractor's responsibility to accept all deliveries of products and materials ordered for this job. The Board will not accept any deliveries.

Worker & Community Right to Know Act Requirements:

- It is required that the contractor ensure that containers of substances belonging to the contractor that are stored at the owner's facility are properly RTK labeled. Refer to N.J.A.C. 8:59-5.10.
- Surveys of Hazardous substances stored at the owner's facility by the contractor are to be provided to the owner of the facility. Refer to N.J.A.C. 8:59-2.2(h).
- Material Safety Data Sheets (MSDS) from the manufacturers, suppliers, Contractors must be provided to the owner for all products present at, purchased for, and brought on site at the owner's facility, prior to the delivery of the subject material to the site. Refer to N.J.A.C.8:59-2.2(1).
- All contractors are to keep on file all MSDS's in the field office at the location where material is used.

SUBCONTRACTS

Pursuant to 18A:18A-18. there will be set forth in the bid the name or names of, all subcontractors to whom the bidder will subcontract his work, each of which subcontractors shall be qualified in accordance with N.J.S.18A:18A-1 et seq. Subcontractors are required to fulfill all requirements as specified by the CONTRACTOR REGISTRATION ACT (P.L. 1999 c238) The school district shall require evidence of performance security to be submitted simultaneously with the list of subcontractors.

The Board of Education will recognize only the successful bidder for the proper execution of the entire work under the contract. No subcontractor will perform any work without prior written notification to

and approval by the Board of Education. Approval of a subcontractor by the Board in no way relieves the contractor from full responsibility for fulfilling all conditions of the contract.

LAWS AND PERMITS

The contractor shall comply with all federal, state and municipal laws and ordinances. The contractor is solely responsible to prepare all documents, give all notices, obtain all permits, pay all costs and fees for permits and inspections and obtain all certificates and approval for the work. Copies of such documentation shall be delivered to the Coordinator of Facilities and Grounds.

All work and materials shall be in full accordance with the rules of all other departments or boards having jurisdiction.

The contractor will possess at no cost to the Board of Education, all qualifications, licenses, and permits to engage in the business of repair and maintenance as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses, and permits as may be required within such jurisdiction.

The Contractor shall be totally responsible for compliance with regulations established under the Federal Occupational Safety and Health Act of 1970 or more recent, including agreements with the US Department of Labor and the State of New Jersey under the state plan section of the act and any applicable amendments or revisions thereof whether associated with the furnishing of equipment and/or systems, and furnishing and installation of equipment and/or systems, the construction of facilities, the performance of services or any other similar contractual relations.

The Contractor shall be responsible for any violations of the Regulations including payment of costs involved correction of violations, hearing or appeal procedures, claims and/or fines associated with said violations.

The Contractor is advised that this is a school building and that special attention to public safety is required (possible in addition to any written safety requirements).

Contractor to submit a safety plan within 20 days of receiving award to specifically address public safety, staging area, excavation, ladders, scaffolding, personal protection, demolition and disposal procedures.

The Contractor will act as the Owner's overall safety representative and enforcer of safety requirements for the entire project. The Owner, Owner's Representative and Architect have no liability, responsibility or expertise in the area of safety and will defer to the Contractor and OSHA to take the necessary action to prevent, diffuse, correct, or otherwise minimize exposure to an unsafe condition.

PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for all damage to persons or property, caused or alleged to have been caused by or incident to the execution of this work, and shall defend suits or claims arising or incidental to the Work without expense or annoyance to the Owner or the Architect; the Owner having the right to retain out of any payment sufficient money to settle any such claims.

Should the Contractor, his workmen, Subcontractors, materials tools or equipment cause damage to the building, property, materials, or equipment of others. Such shall be repaired or replaced to the satisfaction of the Architect by the party originally furnishing or installing it. Such replacing or repairing being done under the direction of the Architect and the cost of the damage being paid by the Contractor causing the

damage. All guarantees or warranties voided by such damage shall be reinstalled in full upon repair or replacement, the cost of such being paid by the Contractor causing the damage.

INSURANCE

Prior to the start of any work: the successful bidder shall furnish a Certificate of Insurance to the Coordinator of Facilities & Grounds showing the following minimum insurance requirements in forms and with insurance companies acceptable to the owner. Further, it is agreed that no less than 30 days notice will be given to the owner prior to cancellation, termination, or material alterations of said insurance.

Workers Compensation and Employer's Liability in accordance with the statutory requirements. Contractor shall require all subcontractors to similarly provide the same coverage. "All States" Endorsement shall be attached and the Employer's Liability Insurance shall carry a minimum statutory limit with employers liability of \$500,000 each person.

Comprehensive General Liability Insurance including Products/Completed Operations, premises 0 operations (including X- C- U), independent contractors' protective, owned and not owned and hired motor vehicles, Broad Form coverage for Property Damage.

General Aggregate	\$2,000,000
Products Completed Operation Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Bodily Injury	\$500,000 each occurrence
Property Damage	\$500,000 each occurrence

The completed Operations coverage shall be written so as to protect the owner in the event of damage to the owner's and/or any other person's property and for bodily injury or death in the amounts shown. This insurance shall be maintained for the duration of the guarantee period.

Contractual Liability Insurance will indicate that it includes the contractual obligations stipulated in the contract.

Comprehensive Automobile Liability Insurance with the following minimum limits of liability:

Combined Single Limit	\$1,000,000
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This insurance is to apply to all owned, non-owned and hired automobiles used by Contractor in the performance of the work.

Umbrella Liability Insurance with the following minimum limits of liability:

\$2,000,000 each occurrence/aggregate for project

The insurance coverage outlined above are to include the owner as an additional insured with respect to its liability arising out of operations performed under this contract or purchase order.

The owner shall be provided with All Risk Builders Risk Insurance, including, but not limited to fire, extended coverage, vandalism and malicious mischief. This insurance shall be in the name of the Owner, the Contractor and the Subcontractors and shall cover the work, materials and equipment which are on the site and incorporated or to be incorporated in the work to the full extent of their insurable value. Before work is started, the Owner shall have the Contractor's Certificate of Insurance or a copy of the endorsement showing evidence that the interests of all parties mentioned above are protected by the policy and that they are not subject to subrogation by the insurance company. A loss caused by hazards insured by this All Risk Insurance and not covered due to the application of deductibles shall be for the account of the Contractor.

No policies of insurance shall contain any exclusions relating to the work to be performed pursuant to the contractual documents.

CLEAN UP/STORAGE

The Contractor shall at all times maintain all areas in and about the work site free of trash, debris, and all other work related materials. The Contractor at the Contractor's expense shall remove all aforementioned materials from the premises. The Contractor **shall not use Board of Education** trash containers for any disposal of waste. All materials shall be stored in a orderly fashion and storage site **must** be pre-approved by the Coordinator of Facilities and Grounds or the Assistant Coordinator.

PAYMENT

As soon as practicable, after the close of each month, the contractor shall submit the following documents to the Plainfield Board of Education, Department of Facilities and Grounds, 920 Park Avenue, Plainfield, NJ 07060:

- **CONTRACTOR'S INVOICE**
- **SIGNED PLAINFIELD BOARD OF EDUCATION VOUCHER**
- **PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS (NJAC 12:60-2.1 and 6.1)**

The aforementioned request for payment will be processed in accordance to established procedures of the Board of Education. Contractor's Invoice shall be itemized and include location of repair, nature of repair, materials and labor. Failure to provide all of the aforementioned documentation may result in withholding of payment until such requirements are fulfilled. Request for final payment should include all warranties, closeout documentation, affirmative action and any other required reports as well as vouchers.

FINAL PAYMENT WILL BE WITHHELD UNTIL ALL DEBRIS AND EXCESS MATERIALS ARE REMOVED AND TAKEN AWAY FROM SCHOOL PROPERTY.

DIRECTION OF WORK

All work performed under the auspice of this specification is at the direction of the Coordinator / Assistant Coordinator of Facilities & Grounds. The contractor is not authorized to negotiate, take direction from, or solicit from

CONFLICTS

Should it appear that there is real or apparent discrepancy between sections of specifications concerning nature, quality or extent of work to be furnished, it shall be assumed the contractor has based his bid on the most comprehensive interpretation. Final decision will rest with the Coordinator of Facilities and Grounds.

DISCREPANCIES AND ACCEPTANCE

Pursuant to 18A:18A-44. The Board of Education delegates such authority to reject any materials or services that do not conform to the appropriate specifications, standards, and laws to the Coordinator of Facilities & Grounds. Such authority will be executed at the discretion of the aforementioned administrator. All work performed shall be in accordance with industry standards and in compliance with local, state, and federal regulations. The final approval of all work and materials is delegated to the Coordinator of Facilities & Grounds.

INSPECTION

The quality of maintenance service shall be subject to inspection by the State or local offices at any time. Should it be found that quality of the maintenance service being performed is not satisfactory, and that the requirements of the specification are not being met, the Coordinator of Facilities and Grounds may terminate the contract. In accordance with the ten day notice provision and employ a contractor to place the equipment in a satisfactory condition the existing contractor and his surety shall be liable to the Board of Education for such cost account thereof.

STOP WORK ORDER

The Board of Education, Coordinator, Facilities and Grounds Department reserves the right to stop the work covered by this proposal at any time that he deems the successful bidder to be unable or incapable of satisfactorily performing the work. In the event of such stoppage, the Coordinator of Facilities and Grounds shall have the right to arrange for completion of the work in such a manner as he may deem appropriate. If the cost exceeds the amount of the bid, the successful bidder and its surety shall be liable to the Board of Education for any such cost incurred. In the event that the Coordinator of Facilities and Grounds stops the work as provided herein, the contractor shall be given written notice thereof together with the reason therefore and the contractor shall have ten working days to respond thereto before any such order shall become effective.

WORKING HOURS

All work shall be done during regular working hours on regular working days. All bids shall be based on work being performed Monday through Friday, except on Custodial Holidays, between the hours of 8 a.m. and 6:00 p.m. Any other schedules are to be approved by the Coordinator of Facilities & Grounds prior to start of contract. Work must be coordinated with Coordinator of Facilities & Grounds and must not interfere, interrupt or endanger school students, personnel or operations.

SCHEDULING/COMPLETION OF WORK

The contractor shall be subject to adhere to the facility's rules and regulations and shall sign in and out at the school office whenever entering or leaving the premises. The successful bidder shall recognize that any work at any school shall have minimal impact on the educational process at that facility. He/she shall be paid only for the time spent in the district, travel time shall not be paid for.

All work shall be scheduled through the Coordinator of Facilities and Grounds or Assistant Coordinator. Before commencing, call 908-731-4356 to make arrangements.

BUILDING LOCATIONS

Administration Annex (B & G)	920 Park Avenue	Plainfield
Administration Building/BOAACD		
(Barack Obama Academy for Academic & Civic Development)	1200 Myrtle Avenue	Plainfield
DeWitt D. Barlow School	801 East Front Street	Plainfield
Cedarbrook School	1049 Central Avenue	Plainfield
Clinton School	1304 West Fourth Street	Plainfield
Frederick W. Cook School	739 Leland Avenue	Plainfield
Emerson School	305 Emerson Avenue	Plainfield
Evergreen School	1033 Evergreen Avenue	Plainfield
Hub Stine Field	Randolph Road	Plainfield
Hubbard Middle School	661 West Eighth Street	Plainfield
Jefferson School	1750 West Front Street	Plainfield
Lincoln/Early Childhood	209 Berckman Street	Plainfield
Maxson Middle School	920 East Seventh Street	Plainfield
PAAAS (Plfd Academy for the Arts & Advanced Studies)	1700 West Front Street	Plainfield
Plainfield High School Complex	950 Park Avenue	Plainfield
Plainfield High School 1916	925 Arlington Avenue	Plainfield
Charles H. Stillman School	201 West Fourth Street	Plainfield
Family Success Center	504 Madison Avenue	Plainfield
Washington School	427 Darrow Avenue	Plainfield
Woodland School	730 Central Street	Plainfield

PART III TECHNICAL SPECIFICATION

The Board of Education will base its award on the qualifications of the bidder for service and repair of heating and ventilation controls and equipment, which includes pneumatically and electronically controlled units from these manufacturers: Nesbitt, American Air Filter, Honeywell, McQuay, Lennox, Powers, Erie, Carrier, Trane, Mammouth and Johnson as well as numerous other manufacturers.

SERVICE and REPAIR:

The contractor must provide repair service within 24 hours of emergency call in.

The contractor must carry a basic stock of repair parts capable of supporting the districts heating and ventilation controls and equipment.

Repair parts manufactured by other than those manufacturers whose equipment is currently installed or listed in this specification will be considered providing it is proven equal in every respect and compatible with the systems. Specification sheets for any substitute items must be submitted with the bid package or the bid may be rejected.

NOTE: The successful bidder shall sign-in when he/ she arrives in the district, and sign out when he/ she leaves the district. **He/she shall be paid only for time spent in the district, travel time shall not be paid.**

PART IV **BID DOCUMENTS**

PLAINFIELD PUBLIC SCHOOLS

HEATING CONTROLS, HEATING AND VENTILATION EQUIPMENT SERVICE / REPAIR

FORM OF BID

The undersigned do declare that they examined the specifications and other contract documents, as well as the premises, and all laws, ordinances and regulations governing the work, and that I/we propose to provide all materials, labor, transportation and equipment and to perform all work described in the specifications as prepared by the Plainfield Board of Education, Facilities & Grounds Department.

HOURLY LABOR RATE 8 a.m. to 5 p.m. \$ _____.

HOURLY LABOR RATE 5 p.m. to 12 a.m. \$ _____.

HOURLY LABOR RATE Weekend/Holiday \$_____.

MATERIAL CHARGE

MATERIAL MARK UP % _____ (Percentage of Contractor's Cost)

NAME OF COMPANY OR CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP:

PHONE: () _____ FAX: () _____

SIGNATURE: _____

SIGNED BY: _____ TITLE: _____

DATE: _____

NOTIFICATION OF ASBESTOS CONTAINING MATERIAL **AHERA NOTIFICATION**

To all Contractors, Subcontractors and Workers,

Pursuant to AHERA (Asbestos Hazard Emergency Response Act) Regulations you are hereby informed that the owner has conducted an inspection of its buildings for asbestos containing building materials. A management plan has been developed and approved. The plan identifies asbestos containing building material(s) located in surfacing, thermal insulation, miscellaneous materials and in locations throughout the buildings, assesses their friability (the potential to be crumbled or reduced to powder by hand pressure) and recommends action based upon the potential release of asbestos fibers.

If during the course of executing this contract you or any of your personnel encounter possible or suspected asbestos containing material, you are hereby directed to cease all operations and notify the Coordinator of Facilities and Grounds telephonically at 908-731-4356 **immediately**.

You are hereby informed that you have the right to inspect our management plan prior to commencement and any time during your work in the district. You are also directed to inform someone if you are going to be working in an area that may cause you to disturb any existing asbestos containing building materials.

Your signature below acknowledges that you have been informed of the existence of asbestos containing materials, aware of notification procedure, and have been made aware of your rights under the AHERA Regulations. You also have the responsibility to notify any and all persons involved in the execution of this contract as to the contents of this letter.

Name: _____

Position or Corporate Title: _____

Company: _____

Address: _____

Date: _____

Signature: _____

CONTRACTOR'S QUALIFICATION STATEMENT EXPERIENCE EQUIPMENT AND FINANCIAL QUALIFICATIONS

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

1. How many years have you been in business under your present business name?

2. What projects of similar nature has your organization completed?

Name of Owner And Location	Name and Telephone # of Person in Responsible Charge	Type of Project	Amount of Contract	Date of Completion
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3. Have you, your company, or any organization of which you have been a responsible officer, or agent, ever failed to complete any work awarded to you? If so, where and why?

4. Have you or your company ever defaulted on a contract?

5. Has your company ever been adjudged as bankrupt, or been subject to a receivership, or an order of reorganization?

NON-COLLUSION AFFIDAVIT

(This affidavit is part of the Proposal)

Public Schools of Plainfield
Plainfield, New Jersey

State of New Jersey

County of _____)

I, _____, in the County of _____ at the City of _____ of full age, be 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 contract 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 contract; and that all statements contained in said Proposal and in this affidavit are true and correct, made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract.

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 or selling agencies maintained by:

(N.J.S.A. 52:34-15) (Name of Contractor)

Subscribed and sworn to before me
This ____ day of _____, 2015.

Notary Public_____
Signature of Bidder (Seal)
(Also type or print name of affiant
under signature)

My commission expires:

Consent of Surety

(Bidder Must Submit)

_____ (hereinafter called Surety), organized and (Name of Insurance Company) existing under the laws of the State of _____ and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration of other valuable consideration, hereby certifies and agrees that if the contract for which the attached Proposal is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work or the supplying of certain materials, or both, as more particularly set forth in said Proposal and described for purposes of this instrument as a Proposal to the Board of Education, and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance and will provide the Contractor with a bond in the full amount of the contract price.

(Name of Insurance Company)

Address

Signature of Attorney-In-Fact
for Insurance Company

Note: Proof of authority of officers of surety company to execute this document must be submitted.

THE CONSENT OF SURETY FORM ABOVE CONTAINS THE LANGUAGE THE BOARD OF EDUCATION FINDS ACCEPTABLE.

WE SUGGEST THE ABOVE BE COMPLETED BY YOUR INSURANCE COMPANY AND SUBMITTED WITH YOUR BID.

BY DOING THIS, YOU REDUCE THE RISK OF YOUR BID BEING REJECTED FOR HAVING SUBMITTED A CONSENT OF SURETY WHICH CONTAINS INCORRECT AND UNSATISFACTORY LANGUAGE.

STATEMENT OF OWNERSHIP

Whether the bidder is a corporation or a partnership, give the names and addresses of all stockholders in the corporation or partnership who own 10 percent or more of its stock, or any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, as the case may be. If on or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10 percent or more of that corporation's stock, or of the individual parties owning 10 percent or greater interest in that partnership, as the case may be shall also be listed.

This proposal is respectfully submitted by:

Bidder's signature

Bidder's business address

BID PROPOSAL

NAME OF BIDDER _____

BUSINESS _____

TELEPHONE NUMBER _____

DATE OF BID _____

Bidder above-mentioned declares and certifies:

That the said bidder is of lawful age and the only one interested in this bid, and that no one other than said bidder has any interest herein.

- II. 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.
- III. That no member of the Board of Education of the City of Plainfield, nor any officer or employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- IV. In accordance with Chapter 33, Laws of 1977 said bidder, whether a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership shall be listed.
- V. That said bidder has carefully examined and understands that the general Conditions to bidders, the instructions to bidders, the specifications and the schedules prepared under the direction of the Board of Education 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 the materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
- VI. That he proposed to provide the services at the costs listed.
- VII. In the event of the failure of the undersigned bidder to perform within the time stated in the schedule or purchase order as the case may be, the

undersigned agrees to pay to the Board, on demand, the difference between the price or prices bid and the price or prices for which such items shall be subsequently purchased. No plea of mistake in such accepted bid shall be available to the undersigned bidder, and not bid may be withdrawn before the expiration of 45 days of submission thereof.

Authorized Signature

Title of Signatory

Subscribed and sworn to before
Me this day of _

Affix Corporate Seal
If Applicable

Notary Public or Commissioner of Deeds

BUSINESS OFFICE**GENERAL CONDITIONS****P.L. 1975, C. 127 (N.J.A.C. 17:27)****MANDATORY AFFIRMATIVE ACTION LANGUAGE****PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

- A. 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, martial status or sex. The contract will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, martial status or sex. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees place by or in behalf of the contractor, state that all qualified applications will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, martial status or sex.
- C. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- E. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent without he applicable count employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- F. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, martial status or sex,

and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- G. 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.
- H. 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, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant Subchapter 10 of the Administrative Code (NJAC 17:27).

Within seven (7) days after receipt of the notifications of intent to award the contractor or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Board of Education:

- (a) An existing federally approved or sanctioned affirmative action progress.
- (b) A certificate of employee Information Report Approval
- (c) If the contractor cannot present "a" or "b", the contractor is REQUIRED to submit a completed Employees Information Report (Form AA302). This form will be made available to contractors by the Board of Education.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____