



# GOODS AND SERVICES

Bid Specifications & General Requirements for

## ON CALL HVAC MAINTENANCE AND REPAIR SERVICES

**Bid No: BFY23/24-1**

**DUE AUGUST 18, 2022 AT 1:00 PM**

BID OPENING DATE AND TIME

**Opening Location:**

Union College  
MacKay Library  
Purchasing Department  
3<sup>RD</sup> Floor - Room L303  
1033 Springfield Avenue  
Cranford, NJ 07016

On-Call HVAC maintenance & repairs services| BFY23/24-1  
Union College • 1033 Springfield Avenue • Cranford, NJ 07016 • (908) 709-7030

**UNION COLLEGE**  
REQUEST FOR BIDS ADVERTISEMENT

UNION COLLEGE of Union County New Jersey hereby advertises for competitive bids in accordance with N.J.S.A. 18A:64A-25.14(a): **Bid No. BFY23/24-1: ON CALL HVAC MAINTENANCE AND REPAIR SERVICES**

All necessary bid specifications and bid forms will be available for download from the College's Vendor Opportunities webpage at <https://www.ucc.edu/administration/purchasing/vendor-opportunities/>. Email [purchasing@ucc.edu](mailto:purchasing@ucc.edu) with any questions.

Sealed bids must be delivered to the Purchasing Department, Room L303, MacKay Library, 3<sup>rd</sup> Floor, Union College, 1033 Springfield Avenue, Cranford, New Jersey, 07016 **on or before** date and time indicated below.

The bid opening process will begin **at 1:00 pm on August 18, 2022** in the Purchasing Department, Room L303, MacKay Library, 3<sup>rd</sup> Floor, Union College, 1033 Springfield Avenue, Cranford, New Jersey, 07016. Bids may also be submitted to the Director of Purchasing or designee at the bid opening meeting or prior to the advertised date and time. On the advertised date and time, the Director of Purchasing or designee shall publicly receive and open all bids. **No bids shall be received after the time designated in the advertisement.** (N.J.S.A. 18A:64A-25.14.a.) Union College does not accept electronic (e-mail) submission of bids.

Addenda to this bid, if any, will be posted on the College's 'Vendor Opportunities' webpage at the web address above and in the legal newspaper on August 10, 2022. It is the vendor's responsibility to check the website. The College will fax notice(s) of addenda to all known bid recipients.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27 et seq. Bidders are required by law (N.J.S.A. 52:25-24.2) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

A Non-Collusion Affidavit, Vendor Questionnaire & Certification also must be filed with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.

The College reserves the right to reject any or all bids, pursuant to N.J.S.A. 18A:64A-25.15 and to waive any informalities that may be deemed to be in the best interest of the College.

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Mark G. Anderson  
Director of Purchasing  
Union College

**Approved by:**  
Dr. Lori A. Wilkin, Vice President of Finance and Operations  
Union College

## INSTRUCTIONS TO BIDDERS

### **On Call Maintenance & Repair Services | #BFY23/24-1**

Bids are to be submitted by mail, delivery service or in person to the Purchasing Department, Room L303, MacKay Library, 3<sup>rd</sup> Floor, Union College, 1033 Springfield Avenue, Cranford, New Jersey, 07016 by the bid opening date and time. The Purchasing Department is open Monday through Friday from 8:30 am – 4:30 pm, and Monday through Thursday 8:00 am – 5:00 pm during the summer. It is suggested that bidders arrange to hand deliver their bid before the bid opening date and time as it is the bidder's responsibility to ensure their bid is complete and received prior to the advertised deadline.

All bids will be publicly received, unsealed and opened by the Director of Purchasing, or their designated representative, at the indicated time, date and location in the advertisement. Bidders, and / or their authorized agents, and the general public are invited to be present at the bid opening.

Visitor parking on the Cranford Campus is offered in Lot #1 best arrived at through the Springfield Avenue entrance. Parking is limited so bidders are advised to allow for sufficient time to locate parking and arrive at the Purchasing Department, located on the 3<sup>rd</sup> floor of the MacKay library.

All bids are to be submitted in duplicate with one (1) original and one (1) copy (marked as such).

Bids must be placed in a *sealed* envelope / package marked as shown below on the front of the envelope / package. Bid packages must be submitted on the proposed bid submittal forms as provided, and in the manner designated below. Union College does not accept electronic (e-mail) or faxed submission of bids. Envelope label information is provided below:

To: Union College  
Bid No: BFY23/24-1  
Title of Bid: **On Call Maintenance & Repair Services**  
Bid Deadline: August 18, 2022, by 1:00 PM  
Bidder: *Name of Company*  
*Address*  
*City, State Zip Code*

#### **IMPORTANT DATES:**

Bid Issuance: July 28, 2022  
Pre-bid Meeting: N/A  
Question Deadline: August 3, 2022, by 3:00 PM  
Addendum Issuance: August 15, 2022 (if applicable)  
Bid Submission Deadline: August 18, 2022, by 1:00 PM  
Contract Term: START DATE 10/1/2022 through 9/30/24

***No bids shall be received or accepted by Union College after the advertised bid date and time; N.J.S.A. 18A:64A-25.14(a). No extension or exception will be made, and any proposals received after the specified deadline, for any reason, cannot be accepted, opened or considered.*** If the College is closed due to inclement weather on the date and time specified for submission deadline, bidders will be notified of the rescheduled opening date and time. Notice will be sent to all bidders on file as having received a copy of the bid. No bids will be opened prior to the rescheduled opening date and time.

# UNION COLLEGE

## ETHICS

### Vendor Relations

#### **Recommendation of Purchases**

It is the desire of Union College to have all College employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

College officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A: 64A-25.1 et seq.

#### **Solicitation / Receipt of Gifts – Prohibited**

College employees shall not solicit or accept gifts, personal loans, entertainment or other special considerations or other items of value from an individual or business organization doing business or proposing to do business with the College.

#### **Conflict of Interest**

No member of the Board of Trustees or Board of Governors of the College, or officer or employee thereof, shall either, directly or indirectly, be party to or have interest in any contract or agreement with the college in any manner whatsoever, by reason whereof any liability or indebtedness shall in any way be created against the College. If any agreement or contract shall be made in violation of these policies, the same shall be null and void, and no action shall be instituted against the college.

### Vendor Responsibility

#### **Offer of Gifts, Gratuities - Prohibited**

Any vendor doing business or proposing to do business with Union College, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of Union College or to any member of the official's or employee's immediate family.

#### **Vendor Influence - Prohibited**

No vendor shall cause to influence or attempt to cause to influence, any official or employee of Union College, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Thank you for your cooperation and we look forward to working together.

**UNION COLLEGE**  
**PURCHASING DEPARTMENT**  
Room L303, MacKay Library, 3<sup>rd</sup> Floor,  
1033 Springfield Avenue, Cranford, New Jersey, 07016

**From: Director of Purchasing**

Phone: (908) 709-7010

E-Mail: purchasing@ucc.edu

**To: All Vendors**

**Date:** July 27, 2022

**Subject: OFFICIAL NOTIFICATION REGARDING UNAUTHORIZED PURCHASES**

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Please be advised that Union College only recognizes purchases made through the approved purchase order process. All purchases made by the College require:

- A Written Purchase Order or Contract
- An Official Purchase Order Number
- An Authorized Signature – Director of Purchasing

**Unauthorized Purchases**

Any Union College employee who orders and/or receives any materials, supplies or services without completion of the electronic requisitioning, approval and purchase order process has made an **unauthorized purchase**.

**Vendors' Responsibility**

**Vendors are required to have:**

- a written purchase order or contract
- an official purchase order number and
- an authorized signature before proceeding.

**Vendors will not be paid unless the stated requirements are met.**

Union College will not be held responsible for any unauthorized orders or purchases.

**Authorized Signatures**

Union College will only recognize purchase orders signed by the **Director of Purchasing**.

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# **GENERAL TERMS AND CONDITIONS**

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## **ADDENDA; ACKNOWLEDGEMENT**

Bidders are to acknowledge on the form provided, any or all addenda which may have been issued during the period of bidding, with the full understanding that said addenda shall become part of the contract with the College.

## **AFFIRMATIVE ACTION REQUIREMENTS**

Each 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. 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.17:27-4; or
3. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

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. Targets for Goods, Services and Professional Service Vendors (by County) can be viewed at the State of New Jersey Department of Treasury website by accessing [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/). 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.A.C. 17:27 et seq.

## **AMERICANS WITH DISABILITIES ACT**

The Contractor must comply with all provisions of Title II the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S12101 et seq.

## **AWARD OF CONTRACT**

Union College intends to award the contract to the bidder who submits the lowest responsive and responsible bid on the basis of unit prices or on the basis of totals. In the event of a discrepancy between the unit prices and total, the unit price will govern. The College assumes no responsibility to recalculate totals.

## **BID PROPOSAL FORM**

All bids are to be typewritten or handwritten in a legible manner on the official Bid Proposal Form. Bid prices showing erasures or alterations 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. Union College will not consider bids with any alteration to, or departure from, the bid specifications.

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 for disqualification of the entire bid.***

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 make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes or allowed item substitutions, it shall be cause to disqualify that particular bid as non-responsive (N.J.S.A. 18A:64A-25.15). The College will not accept more than one bid price per item, nor will the College accept a "bottom line" or "all or none" bid subject to the bidder receiving the entire contract.

## **BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL**

It is the responsibility of the bidder to ensure that their bid is presented to the Purchasing Department and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in the Purchasing Department will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed.

## **BRAND NAME OR EQUIVALENT**

Whenever Union College requests a brand name for an item, it will consider "brand name or equivalent". If the bidder desires to bid an equivalent item, the bidder shall do the following:

1. The bidder's substitute item, including brand name and model / item number, shall be written in ink in the indicated place on the Bid Proposal Form. Only one proposed substitution is allowed per listed item.
2. Provide a representative sample of the substitute items prior to bid opening or with the bid submission. Literature, including a full description of the substitution, shall be provided and the sample(s) must be identified with the corresponding item # from the Bid Proposal Form.
3. Failure to provide a sample or literature of equivalent substitutions will be cause for disqualification of that item from the bid. It is the bidder's responsibility to demonstrate equivalency of items offered.

## **BUSINESS REGISTRATION CERTIFICATE**

Pursuant to N.J.S.A. 52:32-44 as amended, bidders shall submit a copy of their "New Jersey Business Registration Certificate" (BRC) as issued by the Department of Treasury of the State of New Jersey prior to contract award. Failure to provide the BRC will be cause for rejection of the entire bid.

## **Goods and Services Contracts**

N.J.S.A. 52:32-44 imposes these 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) 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 the State of New Jersey, Department of the Treasury, Division of Revenue and Enterprise Services at (609) 292-9292.

## **BUY AMERICAN**

Whenever available, and unless impractical or unreasonable in cost, the College will purchase for public use, only raw materials mined or produced in the United States, and only United States manufactured items (made substantially from materials or items mined, produced, or manufactured in the United States).

## **CHALLENGES TO BID SPECIFICATIONS**

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

## **CREDIT REPORT**

All bidders are to submit their latest Dun and Bradstreet or commercial credit report of the bidder's company. It is the College's concern that the winning contractor is financially viable with a good credit history of paying its vendors or subcontractors. Failure to submit a commercial credit report from a reputable commercial credit agency prior to the contract award may be cause for rejection of the bid as being "non-responsive".



## **CONTRACTS**

### **A. *Award of Contract; Rejection of Bids***

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by Union College, pursuant to N.J.S.A. 18A:64A-25.4, N.J.S.A. 18A:64A-25.19 and N.J.S.A.18A:64A-25.25. The College reserves the right to reject any or all bids as authorized by County College Contracts Law, and to waive any informalities the College feels are in the best interests of the College. Pursuant to N.J.S.A. 18A:64A-25.18, the College shall award the contract or reject all bids within sixty (60) days of the advertised date and time, except if at the request of the College, the parties agree to extend the period.

### **B. *Equal Prices***

Pursuant to N.J.S.A. 18A:64A-25.20 whenever two or more bids of equal amounts are the lowest bids submitted by responsible parties, the county college may award the contract any one of such parties, as, in its discretion, it may determine.

### **C. *Extension and Renewal of Contract***

If a new contract has not been awarded prior to the contract expiration date, the College may request a continuation of the contract, and it shall be incumbent upon the contractor to continue the contract under the same terms and conditions, including pricing terms, until a new contract can be completely operational. The transition period shall not exceed ninety (90) days beyond the initial contract expiration, without agreement.

All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds to meet the extended obligation (N.J.S.A. 18A:64A-25.28). The Board of Trustees of Union College is the final authority in awarding renewals of contracts.

### **D. *Contract Term***

The awarded contractor will be required to provide the services and materials in accordance with the specifications / scope of work on or before the date listed or within the number of working days noted in the bid document.

### **E. *Purchase Order Required***

No contractor or vendor shall commence any project, provide any service or deliver any goods until an approved purchase order authorizing the work has been received by the vendor.

### **F. *Contract Monitoring***

Contractor is responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance. Union College reserves the right to monitor and track Contractor's performance over the course of the contract, including any warranty terms. The information gathered may be used in administration of the contract, including payments, and may be used when evaluating and placing future procurements. In appropriate circumstances, Union College and Contractor will work together to develop a performance evaluation assessment. The Contractor shall cooperate with the College in this monitoring and tracking activity, which may require that the vendor report progress and problems (with proposed resolutions), provide records of its performance, participate in scheduled meetings and provide management reports as requested by Union College.

## **DEBARMENT, SUSPENSION, OR DISQUALIFICATION**

Pursuant to N.J.A.C. 17:19-4.1, the College will not enter into a contract with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, the State of New Jersey Consolidated Debarment Report; or those vendors on the Federal Debarred Vendor List - Excluded Parties List System. All bidders are required to submit a sworn statement indicating if the bidder is, at the time of the bid, included on any debarment list.

## **DISCLOSURE OF INVESTIGATION AND ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation and/or litigation, including administrative complaints or other administrative proceedings, involving any public-sector clients during the past five (5) years. The description shall include the nature and status of the investigation and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose and attach/add investigation information if applicable. The failure of any vendor to provide accurate information may be a basis to invalidate any awards and/or contracts.

## **DOCUMENTS - MISSING/ILLEGIBLE**

If forms are either missing or illegible, it is the bidder's responsibility to contact the Director of Purchasing, prior to the bid opening date and time, at [purchasing@ucc.edu](mailto:purchasing@ucc.edu) for duplicate copies of the forms. The College accepts no responsibility for forms that were not received by the bidder in time for the bidder to submit with his bid.

## **DOCUMENT SIGNATURES**

All documents returned to the College shall be signed in ink (blue ink preferred for the original). If multiple copies are required, the original shall be clearly marked / stamped as such. Failure to sign and return all required documents with the bid package may be cause for disqualification and bid rejection pursuant to N.J.S.A. 18A:64A-25.15 as non-responsive. The College will not accept facsimile or rubber stamp signatures.

## **ESTIMATED QUANTITIES**

Bidders are notified that the quantities provided herein are estimated; the College does not guarantee any minimum quantities to be purchased under this contract.

## **EXAMINATION OF SCOPE OF WORK, SITE AND CONTRACT DOCUMENTS**

- A. Bidders shall thoroughly examine and become familiar with all relevant bid documents, including the, specifications of all work, addenda, forms, etc.
- B. Submission of a bid shall constitute a representation by Bidder that the site, all existing conditions, all bid documents, addenda, booklets, supplemental requirements, and specifications have been examined and that he has satisfied himself as to the nature and location of the Work, the general and local conditions, and all other matters which may in any way affect his work or performance; and such bidder further represents that, as a result of such examination, he fully understands the nature and difficulties of the work and his obligation pursuant to the contract and bid documents and will not make any claim for or assert any right to damages because of any misunderstanding or misinterpretations of the bid or bid documents, or because of any lack of information at the time of submission of the bid.

## **EXPERIENCE OF BIDDER**

The College requires evidence from all bidders that they have provided goods or services similar in nature to the bid specified work. Bidders shall provide evidence of satisfactory completion of three (3) similar projects from New Jersey public institutions in the past five (5) years.

## **FALSE MATERIAL REPRESENTATION**

Pursuant to N.J.S.A. 2C:21-34 et seq., a person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

## **FORCE MAJEURE**

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this 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 or the public enemy, 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 and which cannot be overcome by due diligence. Vendors and contractors who have a contract with Union College to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

## **FREIGHT PREPAID, FOB DESTINATION AND DELIVERY**

All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and Union College's purchase order number must be clearly printed on the packages, boxes, cartons, etc.

The awarded contractor retains title and control of goods, selects the carrier and is responsible for the risk of transportation; title passes to the College upon delivery and ownership by the College; the successful bidder pays and bears the costs of any and all freight and delivery charges. Bid prices for materials, goods and supplies must include all shipping, freight, delivery and handling costs.

## **INTERPRETATIONS AND ADDENDA**

Bidders are to examine the specifications and related bid documents with care and observe all requirements. Ambiguities, errors or omissions noted by Bidder, or any doubt as to the meaning of the specifications or other proposal documents should be promptly reported in writing as prescribed in this section. If the bidder fails to notify the College of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

No oral clarification of the specifications or other contract documents will be given to any Bidder. The College will not be responsible for oral answers to inquiries by any person. Request for clarification or questions shall be submitted in writing by the question deadline to [purchasing@ucc.edu](mailto:purchasing@ucc.edu). All answers and supplemental instructions will be provided in the form of written addenda or clarification and will become a part of the contract documents. Addenda will be distributed in accordance with N.J.S.A. 18A:64A-25.14 (b).

## **IRAN DISCLOSURE**

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. If the College finds a person or entity to be in violation of law, action may be taken as pursuant to N.J.S.A. 18A:64A-25.43(b), including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. In addition, bidders 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 on the lower portion of the enclosed form. **Failure to complete, sign and submit the disclosure form with the bid shall be cause for rejection of the bid.**

## **LAWS AND REGULATIONS**

The successful Bidder is required to keep himself informed of, and to comply with all applicable federal, state, and local laws as well as the rules and regulations of all authorities having jurisdiction over the subject matter of the Contract. The successful bidder shall also be responsible for securing and paying for all permits, and governmental fees and licenses necessary for the proper execution and completion of the work required by the Contract. The bidder acknowledges that this bid and the award of a contract are governed by the County College Contracts law (N.J.S.A. 18A:64A-25.1 et seq.).

## **LIABILITY (COPYRIGHTS AND PATENTS)**

The vendor shall hold and save Union College, its officials and employees, harmless from liability of any nature or kind for or on account of the use of copyrighted or otherwise protected composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

## **LIQUIDATED DAMAGES**

The College may assess, against all monies owed to the contractor, liquidated damages for the violation of any terms and conditions of the contract or agreement by the contractor or the failure to perform said contract or agreement in accordance with its terms and conditions or the terms or conditions of the "County College Contracts Law," in accordance with and pursuant to N.J.S.A. 18A:64A-25.22."

If any damage is done or injury inflicted by the successful bidder, in connection with the performance or any other action arising out of or the result of the contract, to any property of the College or to any person or other property so as to result in a liability or loss to the College or its agents or employees, the successful bidder will compensate or reimburse the College, its agents or employees, as the case may be, for the full amount of the damage or injury, and College may deduct such amount from any sum or sums which may be due to the successful bidder under the contract.

## **MSDS SHEETS**

If applicable, the Contractor shall provide the College's Facilities Department and Public Safety Department with MSDS sheets for any products used on the College's premises.

## **NON-COLLUSION AFFIDAVIT**

All bidders shall submit with their bid a notarized Non-Collusion Affidavit pursuant to N.J.S.A. 52:34-15.

## **NON-SMOKING POLICY**

Vendors are required to comply Union College's no smoking policy for all campuses at all times.

## **NOTICE (AUTHORIZATION) TO PROCEED**

The Contractor shall not perform any work, or provide any services, materials, or supplies until authorization or Notice to Proceed is received from the College. **The College only recognizes a signed purchase order by the Director of Purchasing as authorization.** No verbal or written communication is a valid Notice to Proceed.

## **PAY TO PLAY**

A business entity, as defined by law, is advised of its responsibility to file an annual political contribution disclosure statement with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 if the business 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 this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

## **QUALIFICATION OF BIDDERS**

The College may make such investigations as it deems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete the included Vendor Questionnaire Certification Form, and return same with the bid, and shall furnish all required information to the College, in order to determine the Bidder's ability to perform the duties and obligations as outlined in these specifications.

## **RECORDS RETENTION**

The awarded Contractor shall maintain all documentation related to products, transactions or services related to this contract for a period of seven years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request pursuant to N.J.A.C. 17:44-2.2.

## **REJECTION OF BIDS**

*Bids to Conform to Specifications (N.J.S.A. 18A:64A-25.15)*

### **A. Responsible**

The College further reserves the right to reject individual bids received, that in the opinion of the College, the Contractor who submitted the bid is unable to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, operating capacity, financial capacity, credit, workforce, equipment and facilities available. The Contractor would be considered “not responsible” and the bid submitted would be subject to rejection.

### **B. Non-Responsive**

The College reserves the right to reject individual bids received that do not conform to the specifications furnished and as to all legal requirements and other provisions of the request. Bids received that do not conform to the specifications and legal requirements will be considered “non-responsive” and subject to disqualification and rejection.

### **C. Rejection of All Bids**

The College reserves the right to reject all bids received, in the best interests of the college, including, but not limited to the following:

1. The lowest bid substantially exceeds the cost estimates for the goods or services;
2. The lowest bid substantially exceeds the college’s appropriation for the goods or services;
3. The college decides to abandon the project for provision or performance of the goods or services;
4. The college wants to substantially revise the specifications for the goods or services;
5. The purposes and/or provisions of N.J.S.A. 18A:64A-25.1 et seq. are being violated; and
6. The college decides to use the State Contract process for goods and services.

The College reserves the right to waive any or all informalities deemed to be in the best interests of the college.

## **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 the New Jersey Department of Health Right to Know Program at [rtk@doh.state.nj.us](mailto:rtk@doh.state.nj.us) or CN 368, Trenton, New Jersey 08625.

## **SERVICE GUARANTEE**

The contractor shall guarantee that all services provided meet the specifications in this bid. The contractor also agrees to deliver the service(s) listed in the bid specifications within the prescribed number of days also outlined in the bid specifications / scope of work. The College reserves the right to cancel an award based on repeated failure to successfully provide the service in a timely manner. The awarded contractor will provide two (2) emergency contact names and phone numbers (different from the primary contact and number). The emergency numbers must give twenty-four hours, seven days a week (24/7) accessibility to an employee of the Contractor who is either authorized by the Contractor to perform emergency work or is able to contact an employee of the Contractor who is authorized to perform emergency work. The College reserves the right to cancel an award based on repeated failure to successfully provide the service in a timely manner. If any damage is done or injury inflicted by the successful bidder, in connection with the performance or any other action arising out of or the result of the contract, to any property of the College or to any person or other property so as to result in a liability or loss to the College or its agents or employees, the successful bidder will compensate or reimburse the College, its agents or employees, as the case may be, for the full amount of the damage or injury, and College may deduct such amount from any sum or sums which may be due to the successful bidder under the contract.

## **STATEMENT OF OWNERSHIP DISCLOSURE**

In accordance with N.J.S.A. 52:25-24.2 (P.L. 2016, c. 43), all bidders are hereby notified that every business entity, must submit a statement prior to the receipt of the bid or 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 greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more

of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

### **SUBCONTRACTING**

All subcontracting must be pre-approved by the College. Contractor shall submit all required subcontractors' information to the College for review and approval prior to performance of any work under this contract. The successful bidder hereby agrees to indemnify and hold the College harmless against all claims, causes of action, failure to act, negligence and any lawsuits arising out of any work performed by the subcontractor which may be incurred by the College.

### **TAXES**

As a New Jersey governmental entity, Union College is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.) and does not pay any sales or use taxes. A vendor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Union College. All Bidders are referred to Tax Bulletin S&U-3 from the State of New Jersey Division of Taxation for additional information and guidance.

### **TERMINATION OF CONTRACT**

If the College determines that the Contractor has failed to comply with the terms and conditions of the bid upon which the issuance of the contract is based, or that the Contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and / or efficient manner, then the College shall have the authority to terminate the contract upon written notice setting forth the effective date and reason for termination.

Termination by the College of the contract does not absolve the Contractor from potential liability for damages caused the College by the Contractor's breach of this agreement. The College may withhold payment due the Contractor and apply same towards damages once established. The College will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources. The Contractor further agrees to indemnify and hold the College harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

The College may, at any time, terminate the Contract in whole or in any part for the College's convenience, and without cause, when the College in its sole discretion views termination to be in the public interest. When the College orders termination of the contract for convenience, all completed items of work as of that date will be paid for at the contract prices. Upon receipt of an Order of Termination for Convenience, the Contractor shall complete all items of work specified in the termination order and not proceed with any item of work which is not specified. The College reserves the right to declare in default a Contractor who fails to carry out the conditions set forth in the Order.

### **TRADE REFERENCES**

Provide a minimum of three (3) contract references, on the included form, that can attest to both your general performance and your ability to manage emergencies promptly which is defined as being on site within three hours of initial notification for service contracts or contacting the requesting department within two hours for goods-based contracts. Failure of required references to verify performance and proven ability to manage emergencies as specified by the College, may disqualify your bid.

### **VENDOR QUESTIONNAIRE / CERTIFICATION**

Each bidder shall complete and submit the enclosed Contractor Questionnaire / Certification form with the bid response. The information provided on the form provides the College with a better understanding of all potential contractors and their qualifications. The form also requests all bidders to certify items such as debarment, direct interests in the contract, ethics in purchasing and false material representation.

## **WITHDRAWAL OF BIDS**

Union College may consider a written request from a bidder to withdraw a bid. If the request is after the bid opening, the written request must be received by the Director of Purchasing within five (5) business days of the bid opening. A request to withdraw a bid after the specified number of days will not be honored.

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

The request to withdraw a bid after the bid opening may be reviewed by the Director of Purchasing, the Director of Facilities, other interested administrators; and the Architect / Engineer of Record for the project (if necessary) and / or the College Attorney and a recommendation will be made to Union College. If the Contractor / vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the Contractor fails to execute the contract the bid guarantee will be forfeited and become property of the College.

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# **BOND & INSURANCE REQUIREMENTS**

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# **1. BID GUARANTY AND BONDING REQUIREMENTS (N.J.S.A. 18A:64A-25.16)**

## **A. BID GUARANTY**

1. Each Bid must be accompanied by a **Bid Bond** in a form annexed to the Bidding Documents duly executed by the Principal of the Surety, as a guarantee that if the Contract or Agreement is awarded to the Bidder that it will enter into a Contract.
2. The amount of the Bid Bond shall be in the sum amounting to **ten percent (10%) of the bid not to exceed \$20,000.**
3. Bid Bonds offered by a corporation must be signed by the President or Vice President of the Corporation and witnessed by the Secretary or Assistant Secretary of the Corporation and Corporate Seal affixed to the Bond.
4. Signatories on Bonds must be identified as being the aforementioned corporate officers.
5. Cashier/Certified checks will be accepted as bid guaranty. *Uncertified business checks, personal checks or money orders are not acceptable.*
6. Bid bonds, with the exception of the lowest three bidders, may be returned upon request after an award.
7. All Bid Bonds submitted must be signed and witnessed with original signatures. The College will not accept facsimile or rubber stamp signatures on the bid bond. ***Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid.***
8. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The College will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. 325, Trenton, New Jersey 08625. ***Failure to submit a bid guarantee shall be cause for disqualification and rejection of bid.***
9. The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to Union College.
10. The College will not accept a bid bond with multiple bid numbers listed on the bond.
11. Bidders must use forms conforming to N.J.S.A. 18A:64A-25.16. Submission of the AIA Document 310-1970, or any other form limiting or potentially limiting the penal sum of the bond to any amount less than 10% of the bid for construction contracts (such as forms of bond that limit the penal sum to the difference between the bid price and the College's cost of the Work), will be cause for rejection of the bid.

Union College has provided this sample Consent of Surety form for submission to a bidder's insurance or bonding company (see Surety Disclosure Statement and Certification form). Language such as this will be accepted; however, language that limits the timeframe in which the College can process claims against a performance bond or language that states the Surety is conditional depending on contract terms will not be accepted. (Contract terms will be as outlined in the bid specification).

## **2. CERTIFICATE FROM SURETY COMPANY (N.J.S.A. 18A:64A-25.17)**

When required each bidder must submit with their bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:64A-25.17). Such surety company must be licensed and qualified to do business in the State of New Jersey. All certificates (consent) of surety documents must be signed with original signatures. The College will not accept facsimile or rubberstamp signatures. The certificate (consent) of surety, together with a power of attorney and a Surety Disclosure Statement and Certification must be submitted with the bid. **Failure to submit or to sign the certificate (consent) of surety shall be cause for disqualification and rejection of bid.**

In the event of termination for default, the surety shall either complete the principal's work or finance the completion of the Work. The surety shall not have the right to do nothing. In the event of the surety's breach of its obligations to the College, the surety shall be subject to all available damages under the law, including but not limited to debarment and the penalties imposed by New Jersey's Consumer Fraud Act.

Within seven (7) calendar days following receipt of Notice of Termination by the surety, the surety shall submit in writing its intention to satisfy its bond obligation to the College as obligee, and to explain its plan to complete the Work, tender a completing Contractor or finance the completion of the Work.

If the surety elects to take over the Work and complete same or to tender a completing Contractor, it must furnish notice of its intent to do so in writing over the signature of an authorized representative and such notice shall be served upon the College within seven (7) calendar days after service upon the surety of the Notice of Termination. This document shall identify the Contractor to perform this work.

If the surety elects to satisfy its bond obligation by financing the completion of the Work, in lieu of taking over same, the surety and State shall enter into an agreement, within thirty (30) days of the termination notice, setting forth the details of the payments to be made by the surety. All current obligations for labor and materials incurred and outstanding by the defaulting Contractor on this Project shall be paid by the surety without delay, subject to allowance of reasonable time to verify such claims by the surety.

If the surety fails to satisfy its bond obligations within the time frames established above, the College may undertake the completion of the Project in any manner deemed appropriate. In that circumstance, the surety shall not be relieved of any of its payment and performance bond obligations.

Language that states the Surety is conditional depending on Contract Terms will not be accepted.

## **3. PERFORMANCE BOND - N.J.S.A. 18A:64A-25.17 (c-e)**

The County College is required to include in its specifications terms and conditions pertaining to performance bonds as noted in N.J.S.A. 18A:64A-25.17 et seq. All bidders are to comply with the requirements of the law. The Contractor shall provide the College with a performance bond in the total amount of the contract within five (5) business day of notification of award. For multi-year contracts, the College prefers a performance bond for the total amount of the contract (all years), valid for the full term of the contract (must stipulate as such on the bond). For multi-year contracts, the College will also accept an annual performance bond and. Annual renewals shall be the sole responsibility of the Contractor. The Contractor shall provide the College with a copy of each renewal bond a minimum of thirty (30) days prior to the yearly anniversary of the contract. Failure to provide the College with a bond renewal may be cause for termination of the contract.

Language that limits the timeframe in which the College can process claims against a performance bond will not be accepted.

The County College shall require that all payment and performance bonds be issued by a surety which meets the following standards:

- (1) The surety shall have the minimum surplus and capital stock or net cash assets required by R.S.17:17-6 or R.S.17:17-7, whichever is appropriate, at the time the invitation to bid is issued; and
- (2) With respect to all payment and performance bonds in the amount of \$850,000 or more,
  - (a) if the amount of the bond is at least \$850,000 but not more than \$3.5 million, the surety shall hold a current certificate of authority, issued by the United States Secretary of the Treasury pursuant to 31 U.S.C.9305, that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570, except that if the surety has been operational for a period in excess of five years, the surety shall be deemed to meet the requirements of this subparagraph if it is rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies, which rating company or companies shall be determined pursuant to standards promulgated by the Commissioner of Insurance by regulation adopted pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), and
  - (b) if the amount of the bond is more than \$3.5 million, then the surety shall hold a current certificate of authority, issued by the United States Secretary of the Treasury pursuant to 31 U.S.C.9305, that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570 and, if the surety has been operational for a period in excess of five years, shall be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies, which rating company or companies shall be determined pursuant to standards promulgated by the Commissioner of Insurance by regulation adopted pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.). A surety subject to the provisions of subparagraph (b) of this paragraph which does not hold a certificate of authority issued by the United States Secretary of the Treasury shall be exempt from the requirement to hold such a certificate if the surety meets an equivalent set of standards developed by the Commissioner of Insurance through regulation which at least equal, and may exceed, the general criteria required for issuance of a certificate of authority by the United States Secretary of the Treasury pursuant to 31 U.S.C.9305. A surety company seeking such an exemption shall, not later than the 180th day following the effective date of P.L.1995, c.384 (N.J.S.2A:44-143 et al.), certify to the appropriate county college that it meets that equivalent set of standards set forth by the commissioner as promulgated.
  - (c) The County College shall not accept more than one payment and performance bond to cover a single contract. The County College may accept a single bond executed by more than one surety to cover a single contract only if the combined underwriting limitations of all the named sureties, as set forth in the most current annual revision of United States Treasury Circular 570, or as determined by the Commissioner of Insurance pursuant to R.S.17:18-9, meet or exceed the amount of the contract to be performed.
  - (d) The County College, officer or agent contracting on behalf of a county college shall not accept a payment or performance bond unless there is attached thereto a Surety Disclosure Statement and Certification to which each surety executing the bond shall have subscribed. This statement and certification shall be complete in all respects and duly acknowledged according to law, and shall have substantially the following form:

#### **4. SURETY DISCLOSURE STATEMENT AND CERTIFICATION (SAMPLE)**

Surety(ies) on the attached bond, hereby certifies(y) the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts).
- (3a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C.9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof);
- (3b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established);
- (4) The amount of the bond to which this statement and certification is attached is \$\_\_\_\_\_.
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:
  - (a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows; and
  - (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

#### **CERTIFICATE** (to be completed by an authorized certifying agent for each surety on the bond)

I (name of agent), as (title of agent) for (name of surety), a corporation/mutual insurance company/other (indicating type of business organization) (circle one) domiciled in (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID.

(Signature of certifying agent)

(Printed name of certifying agent)

(Title of certifying agent)

See more at:

<http://statutes.laws.com/new-jersey/title-18a/section-18a-64a/18a-64a-25-17#sthash.N30CUpRy.dpuf>

## 5. INSURANCE

The following are insurance requirements for contractors or vendors whose operations extend to the premises of the College. The successful bidder to whom a contract is awarded, when required, shall submit evidence of the required insurance. Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. All insurance policies are to be issued by companies authorized to do business under the laws of the State of New Jersey with an AM Best rating of A-VIII or better. The contractor shall provide Union College with current certificates of insurance for all coverage and renewal thereof, naming Union College as an additional insured on a primary and non-contributory basis as respects all applicable insurance, Waiver of subrogation in favor of Union College as respects all applicable insurance and shall contain the provision that the insurance shall not be cancelled for the term of the contract without thirty (30) days advanced written notice to Union College. Policy endorsements evidencing same shall accompany the Certificate.

### ***WORKER'S COMPENSATION COVERAGE AND EMPLOYER'S LIABILITY***

Limits not less than \$1,000,000 Bodily Injury, each occurrence; \$1,000,000 Disease each employee; and \$1,000,000 Disease aggregate limit.

### ***AUTOMOBILE LIABILITY***

Insurance for all vehicles used by the insured with limits of liability for bodily injury and property damage of at least \$1,000,000 per occurrence as a combined single limit.

### ***COMPREHENSIVE GENERAL LIABILITY***

Insurance covering all operations with liability limits of at least \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate / \$2,000,000 products / completed operations aggregate.

### ***UMBRELLA / EXCESS LIABILITY***

Insurance covering all operations with limits of liability of at least \$1,000,000 per occurrence / \$1,000,000 aggregate.

## 6. INDEMNIFICATION

### ***All contracts must include indemnification provisions as approved by Legal Counsel of the College:***

Bidder shall indemnify and hold harmless Union College, trustees, heirs, agents and the Architect and its' consulting engineers, from all claims, lawsuits or causes of action, and damages or costs of every nature and description which may be brought against or to which the College and the Architect may be subjected or put by reason of injury to the person or property of another, or the property of the College, arising out of any respect of the Work performed by the contractor or resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract. The vendor shall be responsible for all damages or injury to property of any character during the performance of the work, resulting from any act, omission, neglect, or misconduct, in the manner or method of execution, including attorneys' fees which may be incurred by the College, and / or the Architect and its' consulting engineers, in connection herewith. Contractor further agrees to the aforesaid indemnification including all acts or failures to act, actions and conduct of the Contractor or any subcontractor employed, as well as any negligence of any servant, agent, or employee of the College related to the work performed in connection with the Project.

## 7. SUBMITTAL OF REQUIRED RELATED CONTRACT DOCUMENTS

Vendor shall submit the insurance certificate with UCC as additionally insured and any other required documents **to the Purchasing Department prior to contract award**. Failure to submit requested documents within the prescribed time may be cause for the annulment of award by Union College with the bid security becoming property of Union College. In such cases, Union College reserves the right to accept the bid of the next lowest responsible bidder.

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# **SPECIFICATIONS**

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# BFY23/24-1 | ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

## 1. CAMPUS LOCATIONS INCLUDED

- CRANFORD CAMPUS – 1033 Springfield Ave, Cranford, NJ 07016
- ELIZABETH CAMPUS – LESSNER BUILDING: 12 East Jersey Street, Elizabeth, NJ 07202
- ELIZABETH CAMPUS – KELLOGG BUILDING: 40 West Jersey Street, Elizabeth, NJ 07202
- PLAINFIELD CAMPUS – HEALTH SCIENCE BUILDING: 225 Roosevelt Ave., Plainfield, NJ 07060
- PLAINFIELD CAMPUS – MAIN CAMPUS: 232 East, Second Street Plainfield, NJ 07060
- SCOTCH PLAINS CAMPUS – 1776 Raritan Rd, Scotch Plains, NJ 07076

## 2. OVERVIEW

The College has a variety of roof top air conditioning units and through-the-wall heating/cooling systems, and utilizes energy management systems at the Cranford, Elizabeth, & Plainfield Campuses.

Major components are included in the attached list (refer to Attachment A). Typical work includes, but is not limited to, recovering refrigerants, diagnosing problems, repairing coils, replacing shafts, pumps, motors, actuators and compressors, troubleshooting controls, refilling refrigerant, and coordinating the work of other trades including crane rental, and electrical and plumbing contractors.

- a) **BM Control Systems:** Building management systems at the Cranford campus, Lessner building (Elizabeth campus), and Logos building (Plainfield campus) are Tridium control systems by Honeywell.—The Kellogg building has a Metasys control system by Johnson Controls. The Annex building and our newly purchased building at 225 Roosevelt Avenue, Plainfield, NJ do not currently have building management systems, but the College plans on installing Tridium systems in both buildings as part of renovation projects. The College intends to upgrade many HVAC systems at the Cranford Campus in the next few years.
- b) Chillers, boilers and cooling towers are excluded from this bid. Regular and preventative maintenance is performed by College Maintenance staff.
- c) **Refrigerant Disposal Certification or Training:** Employees of the Contractor who will handle refrigerant shall have been trained in the proper handling and disposal of refrigerant (e.g. EPA Certification, ACCA Certification, etc.). Proof of such training shall be submitted with the bid.

## 3. CONTRACTOR'S GENERAL RESPONSIBILITIES

- a) **Authorization to Perform Work:** All work shall be performed only once authorized by the College's Director (of the ordering department) or his designee.
- b) **Clean Site:** Contractor shall maintain a clean work site at the Contractor's expense and perform work without interfering with the College's normal activities or other Contractor(s).
- c) **Competent Workers:** Provide competent workers and supervisors (when applicable). Contractor's staff must be thoroughly trained with a minimum of four (4) years' experience in the respective field (unless specified otherwise in the scope of work requirements), and shall be completely familiar with the specified requirements and methods needed for proper performance of this contract
- d) **Completion of Work:** All work is to be performed in a complete manner so as to not require additional service calls for the same task. It is the College's goal to solve issues with one service call/visit. Recall work for the same issue in the same area will not be billed to the College. The College reserves the right to cancel an award based on repeated poor workmanship such as, but not limited to, (1) job left unfinished for two business days (except due to inclement weather, or waiting for delivery of parts or materials), and emergent work was not fully completed before leaving the work site, and (2) job is done incorrectly and requires multiple follow-ups / constant oversight by the College.

PART 1 - The College reserves the right to terminate if, within the time frame required by the College, the Contractor refuses to, or is unable to correct, an issue that caused as a result of the Contractor's poor workmanship. All expenses connected to such corrections will be the sole responsibility of the Contractor.

- e) Damage to College Property: In the event that damage occurs to College property or adjacent property, by reason of any labor service operations performed under this contract, the Contractor shall replace or repair the same to the satisfaction of the College and at no cost to the College. If damage caused by the Contractor is repaired or replaced by the College the cost of such work shall be deducted from the monies due the Contractor under its contract with the College
- f) Estimate Quotations Preparation: Typically, the Contractor will be required to prepare and submit (prior to commencing work) a written estimate quotation (per bid rates) for each project. The estimate quotation shall include, but is not limited to, the cost of labor, material, detailed description of the scope of work, and any required subcontracted services. The quotation shall remain firm for thirty (30) days from acceptance by the College. All estimate quotations shall be provided at no cost or obligation to the College. For emergencies, the estimate quotation shall be provided within twenty-four (24) hours of the College's initial call. For non-emergencies, the estimate quotation shall be provided within three (3) days of the College's initial call.

The College will use the estimate quotation as a reference point for budgeting purposes. The amount paid to the Contractor for the work performed will be based on actual hours worked and materials purchased to complete the repair/maintenance work. When requested by the College, the Contractor shall promptly provide the College with cut sheets and manufacturer specifications. The College reserves the right to reject any proposed materials and/or equipment and ask for alternatives.

PART 2 -

- g) Execution of Work: Workmanship shall conform to all methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work. All work is to be performed to the satisfaction of the authorized College's designee authorizing the job. Contractor shall be responsible for all errors of fabrication, proper and correct fitting of all items of materials and equipment, and for complete and satisfactory installation.
- h) Inclement Weather: In instances of impending inclement weather, the Contractor shall contact the College's Facilities designee to discuss and agree if work is to be rescheduled or is to move forward as scheduled. Should the work move forward as scheduled, and weather impede completion, worked area shall be sealed to protect roof against seeping and leakage and further damages. The College reserves the right to require that work be adjourned anytime the conditions are deemed unsafe.
- i) Leaks: All leaks that form during repair work shall be fully managed and resolved by the Contractor within a maximum of eighteen (18) hours of notification (incl. weekends, evenings and holidays).
- j) Minimal Disruption to the College Operations: The Contractor shall perform all work with minimal disruption to normal College operations.
- k) MSDS Sheets: If applicable, the Contractor shall provide the College's Facilities Department and Public Safety Department with MSDS sheets for any products used on the College's premises.
- l) Permits: The Contractor will be responsible for obtaining all required permits for the work to be performed. The College shall be responsible for the cost of all permits.
- m) Reports: Contractor shall provide the College reports of their scheduled annual and quarterly maintenance services (per Section V). Contractor shall also provide monthly reports for all repairs performed outside of the annual and quarterly inspection and maintenance agreement. Reports shall show date of repair/maintenance, project name, hours to complete, hourly rate, total labor cost, part(s) cost (when applicable), work ticket and quote number from Contractor. These reports are to be provided in Excel format to designated Facilities' representative by the tenth of the month following invoicing month.



- n) Scheduling of Work: Contractor shall cooperate with College officials in performing work so that interference with the normal College activities is minimal. Contractor shall advise the College designee, daily, as to where work will be performed, and a work schedule shall be submitted to the College designee.
- o) Sign-in/Sign-out: Once approved to perform work, Contractor shall sign the “Vendor Check-In/Out Log” in the College Facilities Department or at the Public Safety Desk for all billable work. Work performed by the Contractor without prior approval from the College, and/or without formally signing-in and signing-out will be at the Contractor’s own expenses. No payment shall be made by the College for such work.
- p) Staging: There are no predetermined locations for the placement of the Contractor equipment, tools, etc. This will be reviewed at the job clarification meeting.
- q) Timely Response: Contractor shall respond to requests as specified under Section 4 “Contractor’s Response Time for Job Request”. If as a result of their failure to respond in a timely manner the Contractor must work outside of the normal labor hours, Contractor shall charge their regular labor hours (within the time frame specified in the bid). The College reserves the right to cancel an award based on repeated failure to provide the service in a timely manner.

#### **4. CONTRACTOR’S MARK-UP ON MATERIALS/PARTS**

Contractor shall submit an original receipt for the item purchased (unless the part was taken from inventory). The item must be specific to the work done and the receipt date must coincide to the date the repair service was performed. Contractor shall not charge a markup greater than 10% on parts’ direct cost. Please refer to the General Terms and Conditions section titled TAXES.

#### **5. CONTRACTOR’S RESPONSE TIME FOR JOB REQUEST**

- a) For Emergencies: The College will clearly state that the job is an emergency in their communication (via e-mail, text message or phone call) to the Contractor. Contractor must be available for emergencies twenty-four hours a day, seven days a week (24/7). Emergency work shall be performed in a continuous manner until it is completed.
  - i. Acknowledge receipt of call/e-mail/text notification and provide a time for site inspection within two (2) hours of notification.
  - ii. Contractor shall be on site within five (5) hours of initial notification.
  - iii. Provide an estimate for labor and parts to the College immediately following site inspection (within maximum of 24 hours). In cases where the College cannot wait for an estimate and requires Contractor to perform work immediately, Contractor agrees to perform work as requested by the College and charge on a time and material basis per bid rates.
  - iv. Upon College’s approval of estimate, perform work immediately (within 24 hours of receiving acceptance).
  - v. Issue a work ticket (see “Approval of Work Performed” for requirements) to the College’s Ordering Department’s authorized designee at the time of the work completion. The work ticket must be approved by the College before Contract can invoice for work performed.
  - vi. Submit work ticket with its respective invoice to the College’s Accounting Dept. and to the College’s Ordering Department (refer to Section 8 for invoicing requirements).
- b) Non-Emergencies:
  - i. Acknowledge receipt of call or e-mail, and provide a time for job inspection within 24 hours of notification.
  - ii. Be on site within two (2) days of initial notification for job inspection.
  - iii. Provide quote to the College within five (5) day(s) of job inspection.
  - iv. Schedule work with the College and perform complete service within 10 day(s) of receiving the College’s authorized designee’s approval to proceed.
  - v. Issue work ticket (see “Approval of Work Performed” for requirements) at the time of the work completion to the College’s Ordering Department’s designee for review and approval.

- vi. Submit work ticket with its respective invoice to the College's Accounting Department and to the College's Ordering Department (refer to Section 8 for invoicing requirements).
- c) Call Back Service: Contractor agrees to rectify improper work and/or defective materials/parts, up to one year after the College accepted the work performed. Upon written notification from the College, Contractor shall promptly and properly rectify all improper work performed and/or replace Contractor supplied defective material, at no cost to the College. Call back services for previous repairs or maintenance work shall follow the same requirements as the emergency and non-emergency response time specified in this bid.
- d) Special Project Work: The College will clearly define the scope of any special project requiring work from the contractor. The College, in agreement with the contractor shall develop a project schedule that corresponds with the requirements of the College. The contractor will charge the applicable rates for labor as stated within and in accordance with Section 10 of this document.
  - i. Provide an estimate for labor and parts to the College immediately following site inspection and/or delivery of project scope
  - ii. Upon College's approval of estimate, perform work in accordance with the mutually agreed upon project schedule.
  - iii. Issue a work ticket (see "Approval of Work Performed" for requirements) to the College's Ordering Department's authorized designee at the time of the work completion. The work ticket must be approved by the College before Contractor can invoice for work performed.
  - iv. Submit work ticket with its respective invoice to the College's Accounting Dept. and to the College's Ordering Department (refer to Section 8 for invoicing requirements).

## **6. CRITICAL RESPONSE DELAY PENALTY**

For services that are provided based on a fixed monthly lump sum rate, a penalty of 10% of the total monthly maintenance service fee, will be assessed, per day, for delay in responding to a critical/emergent situation as defined in the scope of work. For all service types, the College reserves the right to procure the services from other sources if said services cannot be delivered within the specified time frame and hold the Contractor responsible for the excess differences in price, if any, between the prices paid and the bid prices. The College reserves the right to cancel an award based on repeated failure to provide the service in a timely manner and suspend the Contractor from participating in future solicitations.

## **7. EQUIPMENT, TOOLS AND MATERIALS**

The Contractor shall furnish all necessary equipment, tools, and material to perform the work. Rentals, and cost associated with rental of any tools or specialized equipment, will be the responsibility of the Contractor and shall not be billable to the College.

- a) Quality: Contractor warrants that all equipment and materials shall be new, free of defects and workmanship, and provided in accordance with the manufacturer's published specifications. Models must be in current production. When applicable, each unit shall be completely assembled and ready for use when delivered to the College. All equipment, tools and materials shall be of commercial quality from a regular product line. Prototype, obsolete, and residential quality & grade equipment shall not be used or installed in any College building.
- b) Industry Standards: The Contractor represents and expressly warrants that all aspects of the goods and services provided or used shall conform to the standards in the relevant industry in the performance of this contract.
- c) Warranty Requirements: All units shall carry their manufacturer's standard warranty and/or guarantee. When available from the manufacturer, the Contractor shall supply the item's warranty and/or guarantee at the time of installation, as well as a complete shop repair manual, a parts manual, a service manual and an operator's manual (instructions for the safe operation of the unit).

If any item supplied fails to perform satisfactorily within the first 30 days, it shall be promptly replaced by a new one of the same make and model. Temporary equipment shall be provided within twenty-four (24) hours while replacement is being processed.

The signature of the bidder on the Price Page shall signify that where applicable, Contractor is certified and/or authorized by the manufacturer to sell the items offered.

## **8. INSPECTION OF WORK AND APPROVAL OF WORK PERFORMED (WORK TICKET)**

The College reserves the right to inspect work in progress and conduct a final inspection prior to approving completed work.

Before submitting an invoice, Contractor will submit a “**work ticket**” to the College’s designee for approval of the work performed.

- a) Contractor must sign our log book and work ticket must reflect the sign in/sign out log for total time.
- b) The work ticket will show a detailed record of time and materials used for the job.
- c) After review, if in agreement, the College’s Facilities designee will state on the work ticket that the work performed was inspected and approved and will sign and date the work ticket.

All work is to be performed to the satisfaction of the College employee authorizing the job.

IMPORTANT NOTE: THE WORK TICKET MUST BE SUBMITTED WITH THE INVOICE OR THE INVOICE WILL NOT BE PROCESSED.

## **9. INVOICING MUST INCLUDE THE FOLLOWING REQUIREMENTS**

1. College’s purchase order number
2. Total amount
3. Location of the work completed
4. Employee(s) assigned
5. Number of hours worked for each employee (excluding lunches, breaks and travel).
6. Hourly rate for each employee
7. Parts used (individual costs and mark-up). Must include copy of receipt for parts bought to perform work
8. The date and a legible signature of the College’s employee accepting the work
9. Approved and signed work ticket submitted with the invoice

The College is responsible only for time worked on the job site. Daily timesheets for each individual employee working under this contract shall be turned in with the invoices. The original invoice is to be submitted with its respective work ticket (approved, signed and dated by the designated Facilities’ representative) to Accounts Payable. The College will check the Contractor’s invoices to verify all charges. If overcharges are found or should any billing contain work not yet accepted, the Contractor will be required to re-invoice for the correct work and amount(s). Payment will be made within 30 days of receipt of the correct invoice and approved required accompanying documents. The College will not accept charges for fuel, vehicle maintenance, or other cost of business charges.

## **10. LABOR RATES AND PREVAILING WAGES**

a) Labor Rates:

- 1) Bidders shall include all costs (overhead, profit, insurance, workmen's compensation, unemployment insurance, social security, etc.), in the hourly labor rate.

- 2) Regular time will be the College's normal business hours, 7:00 a.m. to 5:00 p.m., Monday through Friday. Overtime will be work done at times other than normal business hours.
  - 3) Holiday rates go in effect on the College's observed holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
  - 4) No additional charges will be allowed for travel mileage, tolls, fuel, etc. Contractor will only charge for actual hours worked. Time taken for meal breaks, or any breaks taken while performing the job, shall not be charged to the College.
- b) Prevailing Wages: Construction, Alterations, Repairs: The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable wage rates for Union County as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56:25, is hereby made a part of these Contract Documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at [www.state.nj.us/labor](http://www.state.nj.us/labor), the Prevailing Wages Determination Section <https://www.nj.gov/labor/wageandhour/>.

Contractor agrees to submit to DIRECTOR OF FACILITIES a certified payroll for each payroll period within ten (10) days of the payment of wages. Contractor further agrees that no payments will be made to the Contractor if certified payrolls are not received. It is the Contractor's responsibility to insure timely receipt by the College of certified payrolls. Before final payment, the Contractor shall furnish the DIRECTOR OF FACILITIES with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The Contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor.

## **11. REMOVAL OF CONTRACTOR'S EMPLOYEES**

The Contractor agrees to employ only experienced, responsible, and capable employees in the performance of the work. Should employees of the Contractor, performing work at the College, not meet the requirements of the College as specified in this bid, the College reserves the right to require that said employees be removed from the work site and no longer perform work at the College.

## **12. REPORTS FOR REPAIRS & MAINTENANCE**

- a) Time and Materials based Work: Contractor shall provide monthly reports detailing (1) when work/maintenance was performed and (2) what repairs were performed. Reports shall show date of repair/maintenance, project name, hours to complete, hourly rate, total labor cost, part(s) cost (when applicable) and quote number from Contractor. These reports are to be provided in Excel format to the designated College representative by the 10th of the month following the invoicing month.
- b) Scheduled Regular Interval Maintenance (fixed rate per interval/lump sum services): The Contractor shall provide the College monthly reports of their scheduled regular maintenance. Reports shall show date of maintenance, type of maintenance performed, fixed cost, and cost of part (when applicable). These reports are to be provided in Excel format to the designated College representative by the 10<sup>th</sup> of the month following the invoicing month.

## **13. SAFETY AND COMPLIANCE**

- a) Safety: The Contractor shall manage the work area so to create minimum interference with the College's normal operations. Contractor shall ensure that their employees observe and exercise all necessary caution and discretion to avoid injury to person(s) or damage to property of all kinds (this includes public and private roads, curbs, etc.).

Contractor is responsible for protecting all buildings, appurtenances and finishing from damage that may be done or caused by work performed under this contract. All damaged areas shall be repaired and/or replaced through approved methods and restored to their original condition at the expense of the Contractor.

Contractor shall ensure that the existing roof is protected. Protective hardbound materials, equivalent in strength to 3/4" plywood, shall be placed over the existing roof in areas where required and shall be held in place securely by sand bags or other means. This surface is intended as a walking surface only and shall not be used for storage of materials, tools or other equipment.

Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, fencing, and other protective means as may be necessary for the protection of the public from injury. Contractor is responsible for controlling any fumes created as a result of work performance. Contractor will notify Facilities and Public Safety staff ahead of any work requiring soldering or welding.

Contractor shall be responsible, on a daily basis, to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense. Upon work completion, and before requesting Facilities' review and acceptance of the work, the Contractor shall clean the work-area of all rubbish, temporary structures and equipment.

- b) Employee Identification and Entrance to College Sites: Employees of the Contractor shall have proper identification displayed at all times and only the Contractor's authorized employees are allowed on campus.
- c) Compliance with applicable regulations: Contractor, its agents and employees, will comply with all County, State and Federal laws, and rules and regulations applicable to the business to be conducted under this contract. The Contractor shall give all notices in compliance with all laws, ordinances, rules and regulations bearing on the conduct of the work. Nothing in these specifications shall be construed to not conform to codes and regulations. Should Contractor knowingly perform work contrary to such laws, ordinances, and/or rules and regulations, the Contractor shall bear all resulting costs and penalties.

**ATTACHMENT A - EQUIPMENT LIST**

Name	Location	Make	Mech	Year	Model	Serial No.
Condensing Unit	SCI	Carrier			38CKB018310	1896E12744
Make Up Air Unit	SCI	Z Pack			MZS25	960074-3
Condensing Unit	SCI	Trane			TTA150B300BB	L1445FCAH
Make Up Air Unit	SCI	Z Pack			MZS35	960074-4
Condensing Unit	SCI	Trane			TTA180B300CB	L151SU3AH
Condensing Unit	SCI	Carrier			38CKB018310	1896E12729
Make Up Air Unit	SCI	Z Pack			MZS35	960074-1
Condensing Unit	SCI	Trane			TTA150B300BB	L151WA0AH
Rooftop Package	SCI	Carrier			48HJE007-531AA	1796G20208
Condensing Unit	SCI	Carrier			38CKB018310	1896e12724
Condensing Unit	SCI	Trane			TWJ730A100A0	E17262343
Condensing Unit	SCI	Carrier	NEW	2012	48TCED14A3A5AOAOAO	3012G10027
Condensing Unit	SCI	Carrier			48HJF012531AA	1696G30603
Condensing Unit	SCI	Carrier			38CKB018310	1896E12742
Condensing Unit	SCI	Carrier			38CKB018311	1896E12740
Condensing Unit	SCI	Carrier			38CKB018310	1896E12728
Condensing Unit	SCI	Carrier			38CKB030510	1796E07256
Rooftop Package	N	Carrier			48HJC005-531BW	2000G20284
Rooftop Package	N	Carrier			48HJC005-531BW	2000G20192
Rooftop Package	N	Carrier			48HJC005-531BW	2000G20204
Rooftop Package	N	Carrier			48HJC005-531BW	2000G20203
Rooftop Package	N	Carrier			48HJC005-531BW	2000G20206
Rooftop Package	N	Carrier			48HJC005-531BW	2000G20190
Rooftop Package	N	Carrier			48SX030060331AB	0697G10402
Rooftop Package	N	Carrier			48SX024040321AB	0697G10477
Rooftop Package	N	Carrier			48SX0420B0521AB	0997G10323
Condensing Unit	N	Mitsubishi			PU24EK	73E01493B
Condensing Unit	N	Trane			TWJ724A100AD	D50259114
Rooftop Package	N	Carrier			48HJE006-531BW	1900G20339
Condensing Unit	N	Carrier			38AKS034500	2898F55235
Rooftop Package	N	Carrier			48HJF017550	1497F64211
Rooftop Package	N	Carrier			48GS-01840301	1900G14453
Rooftop Package	N	Carrier			48GS030060501	2100G10330
Rooftop Package	N	Carrier			48HJE005-531BW	2000G20201
Rooftop Package	N	Carrier			48HJE005-531BW	2000G20199
Rooftop Package	N	Carrier			48HJE005-531BW	2000G20196
Rooftop Package	N	Carrier			48HJE005-531BW	2000G20193
Rooftop Package	N	Carrier			48HJE005-531BW	2000G20197
Rooftop Package	N	Carrier			48HJE005-531BW	2000G20202
Rooftop Package	N	Carrier			48HJE005-531BW	2000G20194
Rooftop Package	N	Carrier			48HJE005-531BW	2000G20195
Rooftop Package	N	Carrier			48HJE005-531BW	2000G20198
Rooftop Package	N	Carrier			48HJE005-531BW	2000G20191
Rooftop Package	N	Carrier			48F5018040301	1900G14450
Rooftop Package	CC	Carrier			48GS-01840301	1900G14452
Rooftop Package	CC	Carrier			48GS-03060	N/A
Rooftop Package	CC	Carrier			48GS-018040301	1900G14454
Rooftop Package	CC	Carrier			48GS-030060501	2100G10331
Air Handling Unit	N	Carrier			39T6FUTC-9	2998F57098
Condensing Unit	CC	Carrier			RCD65RD	BOC8177

**ATTACHMENT A - EQUIPMENT LIST**

Name	Location	Make	Mech	Year	Model	Serial No.
HRU-5	N	Heatex			E-LASER21212200	None
HRU-3	N	Heatex			E-LASER212132700	None
HRU-2	N	Heatex			E-LASER315184500	None
HRU-1	N	Heatex			E-LASER31518500	None
RTU-1	N	Trane	KS		SLHCC606HJ56C79D1D014BGRTX8	J90D71135
RTU-2	N	Trane	KS		SLHCC506HJ46C59D1D01BGRTX83	J90D71136
RTU-3	N	Trane	KS		SLHCC406HJ46C49D1D01BGRTX83	J90D71137
RTU-4	N	Trane	KS		SLHCC206HJ37C2AD1D01BGRTX81	J90D71138
RTU-5	N	Trane			BTC100G300DC	E15143490D
RTU-2	CC	McQuay			RPS030BE	3ZM00790
RTU-1	CC	McQuay			RPS075CSE	3ZM00386
RTU-4	CC	Trane			SLHCC206HJ37C2AD1D01BGRTX81	J90D171138
RTU-Common	CC	Trane			SLHCC606HJ56C79D1D014BGRTXB	J90D71135
RTU-5	CC	Trane			BTC100G300DC	E15143490D
RTU-Kitchen	CC	Trane			SLHCC406HJ46C49D1001BGRTX83	J90D71137
RTU-Seating Area	CC	Trane			SLHCC506HJ4659001BGRTX83	J90D71136
Make Up Air Unit w/ A/C	CC	Heatex			E-LASER-3-15/18-5000	
Condensing Unit	CC	Snyder Gen'l			ALPO27C	52G8510301
Condensing Unit	CC	Snyder Gen'l			ALPO27C	52H8507502
Condensing Unit	CC	Snyder Gen'l			ALPO13C	52H8503402
Condensing Unit	CC	Snyder Gen'l			ALPO13C	52H8503502
Make Up Air Unit w/ A/C	CC	Heatex			E-LASER-2-12/13-2700	N/A
Rooftop Heat Pump	A	Trane			SWC090F3AUHD	S4518244B
Rooftop Heat Pump	A	Carrier			50HJQ006-501	1998G20204
	A	Trane			unreadable	5461823AS
Rooftop Heat Pump	A	Trane			WSC048A3RCA0XD000A1B00200	2451011296
Rooftop Heat Pump	A	Trane			WSC048A3RBA01D100A1B00000	2261002096
Air Handling Unit	LBR PH	Carrier			39THKMAAA	2200F06420
F-9	LBR PH	Barry			445-sw	72-0073
Condensing Unit	LBR PH	York			H2CA360A46B	NGBM046833
Air Compressor	N	Honeywell			W0210D	B1507
RF-7	LBR BS	Barry			365-SW	72-0072
RF-6	LBR BS	Barry	OT		490-SW	72-0071
Air Handler 101	LBR BS	Trane	OT		CCDB21AE0A	K80M16854
Air Handler 3	LBR BS	Carrier			39THWMAAA	2200F06412
Air Handler 4	LBR BS	Carrier			37THHMABA	2200F06411
Condenser Pump	LBR BS	Allis Chalmers			9 x 6 x 12	1-01291-2-1
Standby Pump	LBR BS	Allis Chalmers			8 x 6 x12	1-01291-2-2
Chilled Water Pump	LBR BS	Allis Chalmers	OT		8 x 6 x12	1-01291-1-1
RF101	LBR BS	Trane			CF30A1SW10CWUBSH	K81A17514
Media Ctr. A/H	LBR BS	York			CS1217U20AFCL1	92-804462A
RTU 2	LBR RF	Carrier			39NC07	2300V96281
RTU 1	LBR RF	Carrier			39NC07	2300V9671
RTU-1	H	Carrier	fs		2300v96271	
RTU-2	H	Carrier	fs		2300v96281	
Air Handler 1	H6	Carrier	fs	1998	39THUMAAB-bfl-aa	2200F06358
Air Handler 2	H6			1998		
Fan 1	H6	Barry	fs		365-SW	72-0069
Fan 3	H6	Barry			70-BVB-122	28920
SPLIT SYSTEM	H4	Fujitsu			TBD	TBD

**ATTACHMENT A – EQUIPMENT LIST**

Type or Name	Location	Campus	Make	Year	Model	Serial Number
PTAC	Annex 202	Plainfield	Carrier	1992	52SCA012301AA	3492E61894
PTAC	Annex 203	Plainfield	Carrier	2003	52PCA012301AA	3303X73898
PTAC	Annex 205	Plainfield	Carrier	2004	52PCA012331AA	3504X82837
PTAC	Annex 209	Plainfield	Carrier	1992	52SCA012301AA	3492E61890
PTAC	Annex 210	Plainfield	Carrier	1999	52SSC014301AA	4099E61593
PTAC	Annex stairs	Plainfield	Carrier	2004	52PCA012331AA	2404X46747
PTAC	Annex-103	Plainfield	Carrier	2004	52CQB515331AA	0704X11923
Rooftop Vent Fan	Annex Restroom	Plainfield	Loren Cook	2009	102C15D	090545872
Annex RTU-1	Annex-ASL LAB	Plainfield	Carrier		48HJE004 531AA	3498G20378
Annex RTU-2	Annex-Lecture	Plainfield	Carrier		48HJE009 531AA	3198G30404
Annex RTU-3	Annex-Bookstore	Plainfield	Trane	2009	YSC120E3RHB0000	102811249L
Annex RTU-4	Annex-Cafeteria	Plainfield	Trane	2010	YCD151E3HAAD	112810564D
Condensing Unit	Annex-EHS LAB	Plainfield	Carrier		2952E17121	38TKB036300
Furnace/Cooling	Annex-EHS LAB	Plainfield	Carrier		58SSC090-LC	0067182
Condensing Unit	Annex-Nursing	Plainfield	Carrier		2092E02552	38TK060300
Furnace/Cooling	Annex-Nursing	Plainfield				
Condensing Unit	Logo-114 Data	Plainfield	Energy Knight		B-HMC24AS	404KAFX00267
Fan	Logo-114 Data	Plainfield	Energy Knight		B-HMC24AS	404KAFX00267
Logos RTU-1	Logos	Plainfield	Trane	2009	SXHFF60E	008D03193
Logos RTU-2	Logos-Lecture	Plainfield	Trane		TCD102B300BA	G21142650D
Rooftop Vent Fan	Logos	Plainfield				
Rooftop Vent Fan	Logos	Plainfield				
Condensing Unit	Logos-2nd fl data	Plainfield	Sanyo	2008	CL 2472	0000181
Fan	Logos-2nd fl data	Plainfield	Sanyo	2008	KS 2472	0000181
AHU - 1	Lessner	Elizabeth	McQuay	1991		
AHU - 2	Lessner	Elizabeth	McQuay	1991		
AHU - 3	Lessner	Elizabeth	McQuay	1991		
AHU - 4	Lessner	Elizabeth	McQuay	1991		
AHU - 5	Lessner	Elizabeth	McQuay	1991		
AHU - 6	Lessner	Elizabeth	McQuay	1991		
AHU - 7	Lessner	Elizabeth	McQuay	1991		
RTU - 1	Lessner	Elizabeth	Trane	2009	YSC120E4RHA0UD	935100104L
RTU - 2	Lessner	Elizabeth	McQuay	1991	CUR201ETYC	5WF83815-01
RTU - 3	Lessner	Elizabeth	York		D4CE060A46A	SNHLM086945
FAN COILS (~100)	Lessner	Elizabeth				
F - 1	Lessner	Elizabeth	NY BLOWER	1991	243	
F - 2	Lessner	Elizabeth	PENN	1991	QX24	
F - 3	Lessner	Elizabeth	PENN	1991	QX24	
F - 4	Lessner	Elizabeth	NY BLOWER	1991	T - 229	
F - 5	Lessner	Elizabeth	NY BLOWER	1991	T - 249	
F - 6	Lessner	Elizabeth	Twin City BL	1991	ACV	91-83685-4-1
F - 7	Lessner	Elizabeth	NY BLOWER	1991	78	
F - 8	Lessner	Elizabeth	NY BLOWER	1991	T - 189	
F - 9	Lessner	Elizabeth	PENN	1991	BB531	
F - 10	Lessner	Elizabeth	PENN	1991	ZC - 12	
F - 11	Lessner	Elizabeth	NY BLOWER	1991	T - 249	
F - 12	Lessner	Elizabeth	NY BLOWER	1991	T - 249	
F - 13	Lessner	Elizabeth	NY BLOWER	1991	EK36M	
F - 14	Lessner	Elizabeth	PENN	1991	BB531	
F - 15	Lessner	Elizabeth	Loren Cook	1991	195V813	
F - 16	Lessner	Elizabeth	NY BLOWER	1991	S162H	
2nd Fl Data Evap.	Lessner	Elizabeth	Mitsubishi		PL18FK2	
2nd Fl Data Cond.	Lessner	Elizabeth	Mitsubishi		PU18EK	
703 Walk in Fridge	Lessner	Elizabeth	Bally Eng. Str.		3478-3-W	DX109841-01



**ATTACHMENT A – EQUIPMENT LIST**

<b>Type or Name</b>	<b>Location</b>	<b>Campus</b>	<b>Make</b>	<b>Year</b>	<b>Model</b>	<b>Serial Number</b>
RTU-1	Kellogg	Elizabeth	York		YPAL095NVB46BBDX	2ATM000224
RTU-2	Kellogg	Elizabeth	York		YPAL095NVB46BBDX	2ATM000225
RTU-3	Kellogg	Elizabeth	York		Y24AN44N3GBSAI	NON7505506
RTU-4	Kellogg	Elizabeth	York		YPAL105NVB46BBDX	2ATM000226
RTU-5	Kellogg	Elizabeth	York		YPAL105NVB46BBDX	2ATM000227
RTU-6	Kellogg	Elizabeth	York		YPAL105NVB46BBDX	2ATM000228
RTU-7	Kellogg	Elizabeth	York		YPAL060NVB46BBDX	2ATM000229
RTU-8	Kellogg	Elizabeth	York		DM300N32C4DAC2	NON7448974
ACCU-1 (Split)	Kellogg	Elizabeth	York			
Elevator split 1	Kellogg	Elizabeth	Mitsubishi			
Elevator split 2	Kellogg	Elizabeth	Mitsubishi			
Glycol Cooler	Kellogg	Elizabeth	Stulz		GPS/040/G	
CRAC 1	Kellogg	Elizabeth	Stulz		CeilAir Series	
CRAC 2	Kellogg	Elizabeth	Stulz		CeilAir Series	
CRAC 3	Kellogg	Elizabeth	Stulz		CeilAir Series	
CRAC 4	Kellogg	Elizabeth	Stulz		CeilAir Series	
CRAC 5	Kellogg	Elizabeth	Stulz		CeilAir Series	
CRAC 6	Kellogg	Elizabeth	Stulz		CeilAir Series	
CRAC 7	Kellogg	Elizabeth	Stulz		CeilAir Series	
CRAC 8	Kellogg	Elizabeth	Stulz		CeilAir Series	
GX-1 Fan	Kellogg	Elizabeth				
GX-2 Fan	Kellogg	Elizabeth				
TX-1 Fan	Kellogg	Elizabeth				
TX-2 Fan	Kellogg	Elizabeth				
KX-1 Fan	Kellogg	Elizabeth				

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# **BID PROPOSAL AND REQUIRED DOCUMENTATION**

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*All documents in this section shall be completed, signed and submitted with the bid package. Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive (N.J.S.A. 18A:64A-25.15)*

**BID #BFY23/24- 1 PROPOSAL FORM**

The undersigned, \_\_\_\_\_, submits and guarantees the price(s) so written on the bid proposal form as specified. Submission of a bid constitutes an understanding that the terms and conditions herein and that pricing is inclusive of all fees. It is the intention of Union College to award the contract to the lowest responsive and responsible bidder that submits pricing on all items.

LINE ITEM	ITEM DESCRIPTION	ANNUAL ESTIMATED HOURS	RATE PER HOUR	ESTIMATED ANNUAL TOTAL COST OF LABOR
1	<b>Regular Time</b> (Monday – Friday 8:00 AM – 5:00 PM)	600	\$ _____	\$ _____
2	<b>Overtime</b> (Hours in excess of 8 hours per day after or before the regular workday)	40	\$ _____	\$ _____
3	<b>Weekends &amp; Holidays</b>	10	\$ _____	\$ _____
4	<b>Emergency Rate</b> (2 hours response time)	20	\$ _____	\$ _____
<b>ANNUAL TOTAL</b>				\$ _____

ESTIMATED ANNUAL PARTS NEED	MARKUP (NOT TO EXCEED 10%)	ANNUAL MARKUP AMOUNT (\$35k X %)	ANNUAL PARTS TOTAL (\$35k + annual markup)
\$35,000	_____ %	\$ _____	\$ _____

GRAND ANNUAL TOTAL (ANNUAL LABOR + ANNUAL PARTS)	CONTRACTED YEARS	GRAND TWO (2) YEAR TOTAL (October 1, 2022 – Sept 30, 2024)
	2	\$ _____

**SUBMITTED BY:**

COMPANY NAME		FEIN #
STREET ADDRESS		
CITY	STATE	ZIP CODE
PHONE	FAX	EMAIL
PRINTED NAME		TITLE
SIGNATURE		DATE

**ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES – Bid BFY23/23-1**  
**CHECKLIST**

The College provides to all bidders a checklist of forms and documents that are required to be submitted with this request. All forms and documents listed must be signed and submitted with bid package, including the checklist. Failure to submit the required forms and documents may be cause to reject the bid for being non-responsive. The checklist and entire solicitation MUST be completed, signed and dated by an Officer of the bidder authorized to do so, and must be submitted with the bid response. The signature on the bid proposal form shall signify that all of the terms and conditions of this solicitation are acceptable, that a contract containing those terms and conditions will be honored, and that the prices on the bid proposal form are correct and free from error.

**INITIAL**

	ACKNOWLEDGEMENT OF ADDENDA (IF APPLICABLE)
	AFFIRMATIVE ACTION QUESTIONNAIRE
	BID BOND <input type="checkbox"/> 10% OF TOTAL BID <input checked="" type="checkbox"/> <b>10% OF BID NOT TO EXCEED \$20,000</b>
	BID PROPOSAL FORM
	CONSENT OF SURETY (INCLUDING POWER OF ATTORNEY)
	DISCLOSURE OF INVESTIGATION AND ACTIONS
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN /RUSSIA AND BELARUS
	EXECUTED CHECKLIST
	NJ BUSINESS REGISTRATION CERTIFICATE
	NON-COLLUSION AFFIDAVIT
	STATEMENT OF OWNERSHIP DISCLOSURE
	SURETY DISCLOSURE STATEMENT AND CERTIFICATION
	TRADE REFERENCES FOR SIMILAR SCOPE
	VENDOR QUESTIONNAIRE & CERTIFICATION
	W9 (BLANK FORM INCLUDED)
	HVAC CONTRACTOR LICENSE FROM NJ DIVISION OF CONSUMER AFFAIRS
	PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE
	PROOF OF REFRIGERANT DISPOSAL TRAINING/CERTIFICATION (EPA, ACCA, ETC.)

**ACKNOWLEDGEMENT OF ADDENDA**

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____
_____	_____

**No Addenda Received for #BFY23/24-1 – ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES**

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

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

\_\_\_\_\_  
Title of Officer

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Extension

\_\_\_\_\_  
E-mail

**AFFIRMATIVE ACTION QUESTIONNAIRE**

- 1. Our company has a federal Affirmative Action Plan approval:  Yes  No  
*If yes, please attach a copy of the plan to this questionnaire.*
- 2. Our company has a N.J. State Certificate of Employee Information Report:  Yes  No  
*If yes, please attach a copy of the certificate to this questionnaire.*
- 3. If you answered “**NO**” to both questions, you must apply for an Affirmative Action Employee Information Report (Form AA302).

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance: [www.state.nj.us/treasury/contract/compliance/](http://www.state.nj.us/treasury/contract/compliance/)

- i. Click on “Employee Information Report”
- ii. Complete and submit the form with the appropriate payment to:  
Department of Treasury  
Division of Public Contracts/EEO Compliance  
P.O. Box 209  
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to Union College within seven (7) days of the Notice of Intent to Award the contract or the signing of the contract.

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*I certify that the above information is correct to the best of my knowledge.*

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

Address \_\_\_\_\_

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

Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**DISCLOSURE OF INVESTIGATIONS AND ACTIONS**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. Indicate "NONE" in the "Person or Entity" field if no investigations were undertaken.

Person or Entity	
Date of Inception	
Caption of Action	
Brief Description of the action	
Current Status	
Disposition Status (If applicable)	

**All Answers to the above shall be submitted and certified by the principal/partner of bidding entity authorized to do so.**

I certify that all answers submitted above are true and correct:

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

Name of Bidder's Officer \_\_\_\_\_

Signature of Bidder's Officer \_\_\_\_\_

Date \_\_\_\_\_

**\*Attach / Add Investigation Information**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1: CERTIFICATION - BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK EITHER BOX 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 and subject to rejection of bid.** (N.J.S.A. 18A:64A-25.43) 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 EITHER BOX**

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity’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**

**OR**

I am unable to certify as above because I or the bidding entity 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.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name \_\_\_\_\_ Relationship to Bidder/Vendor \_\_\_\_\_

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

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

Bidder/Vendor \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

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

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

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



**DISCLOSURE OF RUSSIA OR BELARUS**

*Part 1: Certification*

<b>Bidder Name:</b>	
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BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Governor Phil Murphy signed legislation (S-1889/A-3090) that prohibits certain government dealings with businesses associated with Russia or Belarus, in response to Russia’s invasion of Ukraine. The signing of this bipartisan legislation follows Governor Murphy’s executive order requiring all state agencies to review their authority to suspend or revoke licenses, permits, registrations, and certifications of businesses that invest directly in companies owned or controlled by the Government of Russia, Belarus, or its instrumentalities.

“New Jersey cannot and will not stand idly by as a tin-pot dictator invades the free and independent nation of Ukraine,” **said Governor Murphy.** “We are sending a strong message today to Vladimir Putin and his cronies in Belarus that their actions will not be tolerated. I am proud to have worked with Senator Sarlo, Assemblyman Schaer, and the Legislature to make certain that our state plays its part in ensuring that the exodus of businesses leaving Russia and Belarus continues. Our Administration stands with President Zelenskyy and the people of Ukraine in their valiant effort to fight back against Russia’s illegitimate and brutal invasion.”

Failure to complete the certification may 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

CHECK THE APPROPRIATE BOX:

I certify, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates **does not invest directly in companies owned or controlled by the government of Russia, Belarus, or its instrumentalities.** 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 **does invest directly in companies owned or controlled by the government of Russia, Belarus, or its instrumentalities.** I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

*Part 2 – Additional Information*

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN RUSSIA, BELARUS, OR ITS INSTRUMENTALITIES. 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 I Russia, Belarus, or its instrumentalities on additional sheets provided by you.

*Part 3: Certification*

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

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

**NON-COLLUSION AFFIDAVIT**

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

PROJECT TITLE: \_\_\_\_\_ FOR UNION COLLEGE

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, \_\_\_\_\_ of \_\_\_\_\_,  
(PRESIDENT, PARTNER, ETC.) (NAME OF CONTRACTING FIRM)

the bidder making the proposal for the above named project, item, or service, and that I executed the said 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, and made with full knowledge that Union College 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 agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Signature of Contractor)

Subscribed and sworn before me this	_____
_____ day of _____, 20____.	(Affiant/Notary)
My Commission expires: _____	_____
	(Print name & title of affiant / Notary)
	(Corporate Seal/Notary Seal )

**STATEMENT OF OWNERSHIP DISCLOSURE REQUIREMENT** (Page 1 of 3)

**PART 1: OWNERSHIP TYPE**

**THIS IS A MANDATORY THREE PAGE FORM. IT MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH YOUR PROPOSAL/BID OR YOUR BID WILL BE CONSIDERED NONCONFORMING, AND THEREFORE UNACCEPTABLE. IN THE EVENT THAT YOUR COMPANY IS INDIVIDUALLY OWNED AND THAT THERE ARE NO PERSONS WHO OWN TEN PERCENT (10%) OR MORE INTEREST, THEN SUCH FACT MUST BE CERTIFIED AS PART OF THIS DISCLOSURE.**

All respondents must conform to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43) as follows:

\_\_\_\_\_  
(Vendor Name)

\_\_\_\_\_  
(Vendor Address)

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

- |   |   |
|---|---|
| <input type="checkbox"/> <u>Corporation--</u>         | <input type="checkbox"/> <u>Limited Partnership--</u>           |
| <input type="checkbox"/> <u>Partnership--</u>         | <input type="checkbox"/> <u>Limited Liability Corp.--</u>       |
| <input type="checkbox"/> <u>Sole Proprietorship--</u> | <input type="checkbox"/> <u>Limited Liability Partnership--</u> |
| <input type="checkbox"/> <u>Sub Chapter S Corp.--</u> | <input type="checkbox"/> <u>Other-_____</u> (define)            |

No corporation, partnership or limited liability company shall be awarded any contract, nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies paid with or out of public funds unless prior to the receipt of the bid/Proposal, or accompanying the bid/Proposal, said corporation, partnership, or limited liability company submits a statement setting forth the names and addresses of all stockholders in the corporation, limited liability, or partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership, or all members in the limited liability company who own a 10% or greater interest therein, as the case may be. If one or more such stockholder, member or partner is itself a corporation, limited liability company or partnership, the stockholders holding 10% or more of that corporation's stock, the members owning 10% or greater interest in that limited liability company, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non corporate stockholder and individual partner and member exceeding the 10% ownership criteria established under PL2016. C 43 has been listed.

Bidder with any direct or indirect parent entity which is publicly traded shall submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal securities and Exchange Commission or the foreign equivalent, and if there is any person that holds a 10% or greater beneficial interest, Bidder also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that hold a 10% or greater beneficial interest.

The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, and member exceeding the 10% ownership criteria established in this act, has been listed.

**STATEMENT OF OWNERSHIP DISCLOSURE REQUIREMENT (Page 2 of 3)**

VENDOR NAME: \_\_\_\_\_

**PART 2: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE “YES” OR “NO” BOX.**

1. Are there any individuals, stockholders, partners or members or publicly traded direct or indirect parent company, corporations, partnerships, or limited liability owning a 10% or greater beneficial interest in the bidder? YES NO

IF THE ANSWER TO QUESTION 1 IS NO, PLEASE SKIP TO PART 4 AND COMPLETE PART 4 IN ITS ENTIRETY.  
IF THE ANSWER TO QUESTION 1 IS YES PLEASE ANSWER THE QUESTIONS 2-3 BELOW

2. Of those parties owning a 10% or greater interest in the bidder, are any of those parties individuals?

3. Of those parties owning a 10% or greater interest in the bidder, are any of those parties publicly traded corporations, limited liability, partnerships or direct or indirect parent entity?

IF THE ANSWERS TO QUESTIONS 2 AND/OR 3 IS YES, PLEASE PROVIDE REQUIRED INFORMATION IN PART 3

**PART 3: PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 AND 3 ANSWERED AS “YES”**

INDIVIDUALS OWNING 10% OR GREATER INTEREST IN THE BIDDER/OFFERER	
INDIVIDUAL'S NAME	HOME ADDRESS

PUBLICLY TRADED DIRECT AND INDIRECT PARTNERSHIP, CORPORATIONS LIMITED LIABILITY COMPANIES HAVING A 10% OR GREATER INTEREST IN THE BIDDER/OFFERER			
Bidder must disclose the name and address of each publicly traded entity and **the name and address of each person that holds a 10% or greater interest in each of these corporation or partnership as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent**. If there is any person that holds 10% or greater beneficial interest, the bidder shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filing containing the information on each person that holds 10% or greater beneficial interests.			
Entity Name	** Individual Name and Title (if applicable)	Home / Business Address	** Annual Filing Web Address & page # (if applicable)

**NOTE: if you need more space to provide information for Part 3, please attach additional sheets as necessary.**

**check here if attaching additional sheets.**

**STATEMENT OF OWNERSHIP DISCLOSURE REQUIREMENT (Page 3 of 3)**

VENDOR NAME: \_\_\_\_\_

**PART 4: CERTIFICATION**

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

\_\_\_\_\_  
(Name of Authorized Agent) (Title)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Company Address: Street, City, State, Zip code)

Subscribed and sworn before me this	_____
_____ day of _____, 20_____.	(Affiant/Notary)
My Commission expires: _____	_____
	(Print name & title of affiant / Notary)
	(Corporate Seal/Notary Seal )

**TRADE REFERENCES FOR PROJECTS OF A SIMILAR SCOPE AND NATURE**

Bidders are to provide evidence of satisfactory completion of work of similar nature as outlined in the bid from a **minimum of three (3) similar contracts**, preferably with educational institutions, in New Jersey, **within the past five (5) years**.

**PROJECT: #BFY23/24-1 – ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES**

**BIDDER:** \_\_\_\_\_

**#1) PROJECT TITLE:** \_\_\_\_\_

LOCATION: \_\_\_\_\_ \$ VALUE: \_\_\_\_\_

CLIENT NAME: \_\_\_\_\_

CLIENT ADDRESS: \_\_\_\_\_

CLIENT PHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**#2) PROJECT TITLE:** \_\_\_\_\_

LOCATION: \_\_\_\_\_ \$ VALUE: \_\_\_\_\_

CLIENT NAME: \_\_\_\_\_

CLIENT ADDRESS: \_\_\_\_\_

CLIENT PHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**#3) PROJECT TITLE:** \_\_\_\_\_

LOCATION: \_\_\_\_\_ \$ VALUE: \_\_\_\_\_

CLIENT NAME: \_\_\_\_\_

CLIENT ADDRESS: \_\_\_\_\_

CLIENT PHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**VENDOR QUESTIONNAIRE & CERTIFICATION**

1. How many years have you been engaged in the contracting business under your present firm or trading name?

\_\_\_\_\_ Years

2. Have you ever failed to complete any work awarded to your company?  Yes  No

If yes, explain \_\_\_\_\_

\_\_\_\_\_

3. Have you ever defaulted on a contract?  Yes  No

If yes, explain \_\_\_\_\_

\_\_\_\_\_

4. Have you or other principals of your company been debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in any public works projects by any federal, state, or local agencies?  Yes  No

If yes, explain \_\_\_\_\_

\_\_\_\_\_

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

Street Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

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

Business Phone Number ( ) \_\_\_\_\_ Extension \_\_\_\_\_

Emergency Phone Number ( ) \_\_\_\_\_

FAX NO. ( ) \_\_\_\_\_ E-Mail \_\_\_\_\_

FEIN No. \_\_\_\_\_

***(Form continued on next page)***

On-Call HVAC maintenance & repairs services| BFY23/24-1  
Union College • 1033 Springfield Avenue • Cranford, NJ 07016 • (908) 709-7030

**VENDOR QUESTIONNAIRE & CERTIFICATION**

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COMPANY NAME

**CERTIFICATIONS**

Debarment

I certify that the entity listed on the form or any person employed by this entity, are not presently on the following:

- New Jersey Department of Treasury – Consolidated Debarment Report
- New Jersey Department of Labor – Prevailing Wage Debarment List
- Federal Debarred Vendor List – Excluded Parties List System

Direct/Indirect Interests

I declare and certify that no member of Union College, nor any officer or employee or person whose salary is payable in whole or in part by said College of Education or their immediate family members are 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 profits thereof. If a situation so exists where a College member, employee, officer of the College has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

I certify that I am not an official or employee of Union College.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, College member or employee of Union College.

False Material Representation

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

---

**AUTHORIZED AGENT (PRINT)**

---

**SIGNATURE**



## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

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

The contractor and Union College (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

## APPENDIX B

Form AA302  
Rev. 11/11

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

### EMPLOYEE INFORMATION REPORT

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

#### SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET		CITY                      COUNTY                      STATE                      ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY                      STATE                      ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		CITY                      COUNTY                      STATE                      ZIP CODE

<b>Official Use Only</b>	DATE RECEIVED	NAUG DATE	ASSIGNED CERTIFICATION NUMBER
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#### SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO    DAY    YEAR
13. DATES OF PAYROLL PERIOD USED From:                      To:		

#### SECTION C - SIGNATURE AND IDENTIFICATION

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

## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

category. **DO NOT attach an EEO-1 Report.**

### **Racial/Ethnic Groups will be defined:**

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

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

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

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

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

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

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

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

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

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

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

### **TYPE OR PRINT IN SHARP BALL POINT PEN**

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO: **NJ Department of the Treasury , Division of Public Contracts Equal Employment Opportunity Compliance, P.O. Box 206 , Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473**

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

On-Call HVAC maintenance & repairs services| BFY23/24-1  
Union College • 1033 Springfield Avenue • Cranford, NJ 07016 • (908) 709-7030

# APPENDIX C - PURCHASE ORDER TERMS AND CONDITIONS

## ADDITIONAL TERMS & CONDITIONS

**1. SPECIFICATIONS:** As used herein, the word specifications shall mean the specifications, qualities, nature, type, proportions, amounts, assessments and other descriptions of and requirements for the materials and/or services (herein called "merchandise") as stated on the front of this Purchase Order and in the Request for Quotation (if any) and/or as contained in any brochures, marketing materials, or other documents, pursuant to which this Purchase Order is issued.

**2. INSPECTION and ACCEPTANCE:** All merchandise shall be received subject to the right of inspection and rejection by Union County College (Hereafter known as the College). Merchandise which is defective or not in accordance with specifications will be held thirty (30) days for vendor's instructions at vendor's risk, and if vendor so directs will be returned at vendor's expense. If inspection discloses that part of the merchandise received is not in accordance with the College's specifications, the College shall have the right to cancel any unshipped portion of this order. Payment by the College for merchandise prior to its inspection shall not constitute acceptance thereof and is without prejudice to any and all claims which the College may have against any vendor. Drop shipments received without any identifying Purchase Order may be refused and returned at the vendor's expense.

**3. DEVIATION in TERMS or SPECIFICATIONS:** Unless specifically stated on the front of this Purchase Order or as otherwise approved by the College's Purchasing Department, the issuance of this Purchase Order is not an acceptance of any deviation or variation from any of the terms, conditions and specifications stated in any contract, bid proposal, Request for Quotation (if any), and/or any other document, and vendor is not authorized to deviate or vary from, or to execute the Purchase Order except upon the terms, conditions and specifications stated therein and herein. Should vendor wish to propose any deviation or variation, then the vendor shall notify The College, in writing, within reasonable time, of its proposal and, along with such proposal, shall identify the specific term, condition, and/or specification from which vendor proposes to deviate.

**4. QUANTITY:** The specific quantity and assortment of merchandise ordered must not be changed without the written consent of the Purchasing Department. Any unauthorized quantity including printing overruns, and assortment is subject to rejection and return at the vendor's expense.

**5. ROUTING:** All material must be shipped F.O.B. Destination and forwarded by the route taking the lowest reasonable transportation rate or in accordance with special shipping instructions. Otherwise the difference in freight rate and extra cost of cartage will be charged to vendor's account. Material shipped in excess of the College orders may be returned at Seller's expense. Unless freight costs are provided at the time of quote freight charges are solely the responsibility of the vendor.

**6. EXTRA CHARGES:** No additional charges of any kind, including charges for boxing, packing, cartage or other extras, will be allowed unless specifically agreed to in writing by the Purchasing Department.

**7. PATENTS:** Vendor warrants that merchandise does not infringe or violate any letters, patents, trademarks, copyrights, or the like, does not unlawfully disclose or make use of any trade secrets, and agrees to hold and save harmless the College and its agents and employees, from any and all claims, demands, and actions arising out of any such infringement or violation or unlawful use.

**8. WARRANTIES:** Vendor expressly warrants that all merchandise is in accordance with specifications, is fit for the purpose for which such materials and articles are ordinarily employed and free from defects in materials and/or workmanship and merchantable and was not manufactured and is not being placed or sold in violation of any Federal, State or local law. Such warranties shall survive delivery and shall not be deemed waived either by reason of the acceptance of said merchandise or by payment for it.

**9. INDEMNIFICATION:** If it becomes necessary for vendor or its employees, agents or independent contractors to enter upon the premises or property of the College in order to construct, erect, inspect, make delivery, or remove merchandise or tangible personal property related thereto, vendor agrees to indemnify and to hold and save harmless the College from any and all loss of life and property or injury and damage to the person or property of any other person, company or corporation arising out of such entry upon the premises or property of the College and from any and all claims, demands, and actions for loss, injury or damages as a result of such entry. The foregoing indemnification shall require vendor to indemnify the College from and against any claim made by any employee of vendor, even though, as far as vendor is concerned, such claim may be limited by any applicable policy of workers compensation insurance. In no event shall the College be held liable for injuries to Company's employees.

**10. INSURANCE:** Vendor will carry insurance to indemnify the College against any claim or loss, damages, or injury to property or persons arising out of the performance by the vendor or its employees, agents or subcontractors of services related to this Purchase Order and the use, misuse or failure of any equipment used by the vendor or its employees or agents, and upon request shall provide certificates of such insurance to the College.

**11. APPLICABLE LAW:** It is agreed and understood that this purchase order and transaction are governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of NJ; the County College Contracts Law N.J.S.A. 18A:64A-25.1 et. seq. the NJ Uniform Commercial Code N.J.S.A. Title 17A et seq., the Prevailing Wage Act N.J.S.A. 34:11-56.26 et seq. Affirmative Action Equal Employment Opportunity Laws N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 et seq. and P.L. 1975, c.127 et seq. as amended and supplemented, and P.L. 2001, c.124 (C.52:32-44) vendor requirement to provide a NJ Business Registration Certificate. Vendor must also comply with N.J.S.A. 19:44A-20 et seq known as the "Pay to Play" law. Vendor shall also comply with any laws, rules or regulations, now in effect or hereinafter enacted, which may be applicable to the proposed transaction, including Federal laws, rules or regulations, whether or not such law, rule or regulation is specified herein.

**12. VENDOR CONDUCT:** All vendors must comply with College conduct policies at all times while on College premises.

**13. TAXES:** the College is not subject to any Federal excise taxes or New Jersey retail sales tax.

**14. CASH DISCOUNTS:** Cash discounts, if any shall be computed as commencing with receipt of the invoice or merchandise, whichever is later.

**15. OSHA:** It is agreed and understood by vendor that all applicable materials purchased on this purchase order for use by the College are in compliance with OSHA requirements currently in effect.

**16. NON-DISCRIMINATION:** Vendor represents and warrants that it will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, ancestry, age, sex or liability for military service, and that it will comply with all of the provisions of the New Jersey law against discrimination, N.J.S.A. 10:5-31 et. seq. and all rules, regulations and orders issued thereunder or in implementation thereof.

**17. EQUAL OPPORTUNITY:** The College is dedicated and publicly committed to the Equal Employment Opportunity provisions of Executive Order 11246 and 11375 as amended. The College requires that all companies and firms which it transacts business be similarly guided by and in compliance with these provisions which prohibit discrimination in employment because of race, color, religion, sex or national origin.

**18. ASSIGNMENT:** Vendor agrees that it will not assign this Purchase Order without written consent, i.e. duly authorized signature of the Purchasing Officer of the College.

**19. DELIVERY:** Delivery must be made within the time stated in the Purchase Order, time being of the essence. If vendor fails to make deliveries as specified, the College reserves the right, in addition to its other remedies, of purchasing the materials from another source and charging vendor with any loss incurred.

**20. PERMITS AND LICENSES:** All necessary permits, licenses, inspections, insurance policies, pre-qualifications, etc. required by local, state or federal laws shall be provided at the vendor's own expense.

**21. RIGHT TO KNOW:** All product supplied to the College under any contracts shall comply with NJ Worker and Community Right to Know Act N.J.S.A. 34:5A-1 et seq. by providing a material safety data sheet (MSDS) for each product and further complying with the Uniform Labeling requirement on each product container and package before delivery.

**22. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement shall not be modified or rescinded except by a writing signed by vendor and the College. Estimates furnished by the College shall not constitute commitments. All provisions on vendors forms which are in conflict with the terms of this Agreement shall be stricken. Additional or different terms inserted in this Agreement or deletions thereto, by Vendor, whether by alteration, addenda, or otherwise, shall be of no force and effect, unless expressly consented to by the College in writing. The provisions of this Agreement shall supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.

**23. TERMINATION.** The College may terminate this Agreement, in whole or in part, at any time, upon providing written notice thereof to vendor. In the event of such termination, the College's liability shall be limited to the payment of that portion of the Agreement price which the amount of the Merchandise completed and delivered bears to the entire scope of the Merchandise to be delivered under this Agreement. In no event shall the College's liability exceed the Agreement price. If requested, vendor will substantiate such amounts with proof satisfactory of the College.

**24. WORK DONE BY OTHERS.** If any part of the merchandise or work to be performed is dependent upon work to be performed by third-parties retained by the College, or by others over whom vendor has no control, vendor shall inspect and promptly report to the College's Representative any defect that renders such work unsuitable for vendor's proper performance. Should vendor fail to report any defect, then vendor shall be deemed to have approved such merchandise and/or work as fit, proper and suitable for the performance of vendor's obligations.

**25. SURVIVAL OF OBLIGATIONS.** Any obligations imposed upon vendor which, by their nature, continue beyond the termination, cancellation or expiration of this Agreement, including, by way of illustration only and not limitation, those in the clauses Compliance With Laws, Indemnity and Warranties, shall survive termination, cancellation or expiration of this Agreement.

## EXHIBIT A

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

#### GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al 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 apprentice-ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be request-ed 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.

**(REVISED 4/10)**

To All Bidders:

**REMINDER!**

Did you sign all of the bid documents?

All bid documents returned to the College shall be signed with original signatures. Please try to use **blue ink**.

The College will not accept facsimile or rubber stamp signatures.

Failure to sign all bid documents may be cause for disqualification and rejection of the bid.

Director of Purchasing