

GUTTENBERG BOARD OF EDUCATION
REQUEST FOR BIDS
ADVERTISEMENT FOR HVAC REPAIR

The Guttenberg Board of Education, Hudson County, New Jersey hereby advertises for requests for proposals in accordance with N.J.S.A. 18A:18A-4.5:

- BID 2022-04 HVAC Repair Bid

All necessary information and forms may be secured upon written request to:

Ms. Jolene Mantineo
Assistant Superintendent/Business Administrator
The Guttenberg Board of Education
Anna L. Klein School
301 69th Street
Guttenberg, New Jersey 07093
201-861-3100 x10
E-mail: jmantineo@alkschool.org

Proposals must be sealed and the envelope to bear the following information:

- 1) Title/Position Sought
- 2) Proposal Number
- 3) Name and Address of Contractor/Supplier

And should be delivered to the Anna L. Klein School, 301 69th Street, Guttenberg, N.J. 07093 on or before

Date: WEDNESDAY, AUGUST 17, 2022
Time: 10:00 A.M.

The bid opening process will begin on the above date and time. No bids shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)). Requests for Proposal packets are available at the Anna L. Klein School, 301 69th Street, Guttenberg, New Jersey, 07093.

All bidders are required to comply with the requirements N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27-1 et seq.

All bidders are required to comply with the requirements of N.J.A.C. 6A:23A-1 et seq., Accountability Regulations and N.J.S.A. 19:44A-20.26.

Corporate bidders are required by law N.J.S.A. 52:25-24.2 to submit a list of the names and addresses for all stockholders owning 10% or more of stock in any corporation submitting a proposal.

A Non-Collusion Affidavit, a Contractor Questionnaire/Certification, New Jersey Business Registration Certificate, a Public Works Contractor Certificate are among documentation that must be submitted with the Bid. The bid package will also include other documents that must be completed and returned with the bid. Bidder must familiarize themselves with all requirements set forth for 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 Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities. The Board further reserves the right to take such action as they deem appropriate, and shall assign and accept alternates in any order that the Board feels may be in the best interest of the Guttenberg Board of Education.

GUTTENBERG BOARD OF EDUCATION

INSTRUCTIONS TO BIDDERS:

Sealed bids will be received by the Guttenberg Board of Education at the Board's offices at 301 69th Street, Guttenberg, New Jersey as set forth in The Advertisement for Bid for the **HVAC REPAIRS/HVAC MECHANICAL SERVICES** services contract on an on-call and as-needed basis, for a two (2) year period with the option for a one (1) year or two (2) year extension.

The following conditions are applicable:

1. Bid Proposal Form: Bids must be submitted on the forms provided. Photocopies are permitted. Submit one (1) original and one (1) copy. The Board reserves the right to reject any and all bids, and to waive any minor deficiencies in the interest of the Board. All bids must be received by the Board prior to the bids being opened. Any bids received after the time specified will not be considered. By submitting a bid, bidder acknowledges a familiarity with all of the buildings of the Board of Education and a familiarity with the conditions under which the work of the contract will be performed. Any prospective bidder wishing to visit and examine the Board's buildings should contact the Board at (201) 861-3100 to make arrangements no later than the five (5) days prior to the date that bids are to be received. No bids may be withdrawn after opening. Action will be taken within sixty days of receipt of Bids. Any requests for interpretations or questions concerning this bid shall be made in writing to the Board Secretary no later than seven (7) days prior to the bid date.
2. Acknowledgement of Addenda: Bidders shall acknowledge receipt of any/all Addenda on the Bid Proposal Form.
3. Bid Guarantee: Bidders shall submit a certified check with the bid as security. The check shall be for \$500 payable to the Guttenberg Board of Education. Unsuccessful bidders will have their check returned according to statute. If the successful bidder refuses or fails to sign a contract after being requested to do so by the Board the check will be retained by the Board as liquidated damages.
4. Performance Security: In lieu of a performance bond, the successful bidder will be required to deposit the sum of \$500 as security for the faithful performance of the contract will be performed. Upon the expiration of the contract, this sum will be returned. No interest will be paid.
5. Ownership Disclosure: All bids must include a statement of ownership setting forth the names and addresses of all persons who own a 10% or greater interest in the bidder (attached).
6. Non-Collusion Affidavit: All bids must include a notarized Affidavit of Non-Collusion (attached).
7. Prevailing Wage Affidavit: Bidders must submit affidavit acknowledging that all work is subject to compliance with Prevailing Wage statutes (attached). Bidder acknowledges and affirms that he has personal knowledge of, and has reviewed a copy of the valid and current prevailing wage rates for all trades involved in the project for the geographical location of the projects as issued by the Commissioner of the Department of Labor & Workforce Development, Trenton, N.J. 08625 (609) 292-2323. Bidder agrees to submit to the Guttenberg Board of Education, a certified payroll for each payroll period within ten (10) days of the payment of wages. Bidder further agrees that no payments will be made to the Bidder if certified payrolls are not received. It is the Bidder's responsibility to insure timely receipt by the Guttenberg Board of Education of certified payrolls. Before final payment, the Bidder shall furnish the Guttenberg Board of Education with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements.

8. AHERA Notification: Pursuant to AHERA (Asbestos Hazard Emergency Response Act) Regulations, Bidders are advised that Guttenberg Board of Education has conducted an inspection of its buildings for asbestos containing building materials and shall acknowledge receipt of said notification (attached). An approved Management Plan identifies asbestos containing building materials, assesses their friability (the potential to be crumbled or reduced to powder by hand pressure), and recommends actions based upon the potential release of asbestos fibers. Successful Bidder has the right and is directed to inspect the Management Plan prior to the commencement of work in the district. The Bidder also directed to inform the Guttenberg Board of Education if he or she is going to be working in an area that may cause a disturbance of or to any existing building materials that may potentially contain asbestos.
9. Affirmative Action: Bidder acknowledges and affirms that he/she is familiar with all affirmative action requirements of the State of New Jersey, including those required by N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27-1 et seq. and must include an Affirmative Action Affidavit (attached).
10. Equal Opportunity For Individuals With Disabilities: The Contractor shall be compliant with the provisions of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq) and must include an Americans with Disabilities Act Affidavit (attached).
11. Pay-to-Play: The Contractor shall be compliant with the provisions of the "Pay-To-Play" law of 2006 (N.J.S.A. 19:44A-20.4 et seq.). A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.nj.us.
12. Worker and Community Right to Know Act Requirements: Manufacturers and suppliers of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know ("RTK") Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). All applicable Material Safety Data Sheets (MSDS) from manufacturers, suppliers, Contractors and/or Subcontractors must be provided to the Owner for all products present at, purchased for, and brought on site at the Owner's facility, prior to the delivery of the subject material to the site. Refer to N.J.A.C. 8:59-2.1 et seq. (attached).
13. Bidders Safety Acknowledgement: Bidder/Contractor must submit affidavit acknowledging that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations (attached). Full compliance of all employees, sub-contractors' employees and site personnel with all safety regulations is the CONTRACTOR's complete and sole responsibility.
14. Bidders Qualification: The Bidder must provide documentation listing previous services involving similar work or services successfully completed (attached).
15. Affidavit of No Material Change of Circumstances: The Bidder acknowledges as to the financial ability, adequacy of plant and equipment, organization and prior experience, as required by N.J.S.A. 18A:18A-32 (attached).
16. Debarment, Suspension, or Disqualification: All Bidders are required to submit a notarized affidavit indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List-Excluded Parties List System (attached).

17. New Jersey Division of Property Management and Construction (NJDPMC): A bidder on a public works project for a Board of Education where the cost of the work exceeds \$20,000 must first have been qualified by the Department of Treasury, NJDPMC, pursuant to N.J.S.A. 18A:18A-27 through 33 and shall submit with his/her bid a Prequalification Affidavit, a copy of a valid and active Notice of Classification and a certified copy of a Total Amount of Uncompleted Contracts Form.
18. Business Registration: The Bidder must possess and submit a valid New Jersey Business Registration Certificate pursuant to N.J.S.A. 52:32-44.
19. Public Works Contractor Registration Act: All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et seq. The PWCRA requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time of bid.
20. Guttenberg Township Construction License: Prior to the performance of any work, the Bidder must submit a copy of their Guttenberg Township Construction License.
21. Disclosure of Investment Activities in Iran: Pursuant to N.J.S.A. 52:32-55 et seq., all Bidders must complete and submit State of New Jersey Department of Purchase and Property Disclosure of Investment Activities in Iran. (attached)
22. Subcontractor's Disclosure Statement and all Required Forms for Subcontractors.

SPECIFICATIONS – HVAC REPAIRS/ On Call HVAC Services for Repair, Maintenance, and Replacement

SCOPE OF SERVICES

1) The scope of services to be provided under this contract includes the provision of Licensed, Qualified Labor, Supervision, Tools, Materials, and Equipment for any and all Heating, Ventilating and AC Services that may be required on an ongoing, as needed, or emergent basis for the duration of two (2) years, or as otherwise extended, for General Maintenance and Service, Repair, and Replacement of HVAC Equipment and System(s) Components for the Guttenberg Board of Education District plant.

Services may be required at the existing Anna L. Klein School including all additions in the Board's plant to address issues that may include inspection, testing, assessment and diagnosis and associated reports(s) detailing operational and equipment and system deficiencies, emergency provisions, safety provisions and controls; deterioration; damages; loss of proper operation or function, material or equipment failure; leakage; required maintenance (cleaning, lubrications, calibration, filter replacement, repair and replacement of fans, motors, belts and components of All types); repairs; replacements, seasonal start-up and shut-down, and operational reports of all Heating, Air Conditioning, Ventilation and Exhaust Systems including but not limited to:

Air Handling Units, Chillers, Compressors, Pumps (Vacuum, Condensate and All types), Ductwork (and Ductwork cleaning and repair and components of All types), Dampers, Grilles, and Louvers (Rated and Unrated), Controls (pneumatic, electric, digital, and All types of operating Controls), Sensors, Annunciators and Visual Control Panels and display boards;
Unit Ventilators and controls, piping, valves, fans, belts, motors, filters;
Exhaust Fans and controls, ductwork, curbs (roof connections and flashing), sheet metal enclosures, motors, belts, controls, wiring;
H/W Heaters, piping, and valves;
Piping (Domestic Cold and Hot Water, Gas, Steam, Drainage, Condensate, and ALL types);
Filters (All Types)
Insulation (Equipment, Ductwork, Piping and All types);
Boiler and Furnace Units, associated piping, burners, condensate lines, pumps, switches, valves, controls, power and fuel lines, pilot assemblies, sensors, monitors, BMS systems, safety control, Combustion intakes and vents, Temperature and performance control;

Please Note: On Owner's request, Seasonal Services for HVAC systems may include but not limited to: Inspection to ascertain proper operation, Summer Start-up for Air Conditioners and Chillers with complete lubrication, power washing of coils, drain pan cleaning, filter and belt replacement, check of all operating and safety controls with written report detailing procedures, parts operating pressures and log of deficiencies and repairs; Field review of Roof Curbs and Dunnage to insure structural viability and watertightness, check attachments and sealants and repair as required. Winter inspection and shut down.

Contractor shall have properly trained, qualified and licensed Mechanical, Electrical and Plumbing mechanics to provide services typical for varied system HVAC services, repair and installation, which all be provided by the Contractor in conjunction with its work as required and directed. All electrical work on motor starters, breakers, power panels, main distribution switchgear, and electrical feeders shall be performed by qualified, experienced Electricians.

Should Work under this contract require related Fire Protection, Environmental, Technology, Roofing, Elevator, atypical Electrical, atypical Plumbing, General Contracting, or other specialized Services, such work may be provided by other Contractor(s) retained by the Board.

All work shall be performed in strict accordance with applicable Codes and Standards.

All work shall be performed in coordination with Board Staff, Board Architect and the Activities of any/all other Entities and/or Contractors providing services to the Board.

Facilities include: The Anna L. Klein School Campus including all additions, 301 69th Street.

Please Note: On Owner's request, Contractor will be required to provide cost proposals for review and approval prior to performing work.

Contractor must arrive at the job site within one half (1/2) hour of request for emergency service, and shall be able to provide expedited repair with their own materials, equipment and workers.

2) Protection of Existing Guarantees/Warranties: The Contractor shall not perform any work which would impact or affect any existing guarantees or warranties for any system or installation. Should work be required to be performed by any guarantee/warranty holder on a guaranteed or warranted system or installation, Contractor shall ensure that all required approvals are secured prior to the start of work, to prevent any impact on existing guarantees and warranties.

3) Successful Bidder/Contractor will provide the necessary labor and equipment to perform all required work at the prices bid.

4) All work shall be performed by Bidder/Contractor or Bidder/Contractor's employees. No subcontracting is permitted except, if necessary and only if quantified and specifically approved by the Guttenberg Board of Education. All work shall be performed with the authorization and under the supervision of the Business Administrator and/or his designee. Although it is intended that the work will be performed during hours when the Buildings are not occupied, Monday through Friday, it is understood that work may need to be performed on weekends, nights or during the school day as needed on an emergency basis or as otherwise approved or directed by the Business Administrator.

5) All Bidders/Contractor must possess any required licenses or permits to perform general contracting and repair work in the State of New Jersey. Any required municipal licenses and permits may be obtained subsequent to the award of the contract but must be obtained prior to any work being performed. Successful Bidder/Contractor shall provide current Business Registration Certificate and current Public Works Contractor Registration Certificate.

6) Successful bidder shall provide insurance with coverage not less than the following amounts or greater where required by law.

a. Workers Compensation

1. State
2. Applicable Federal
3. Employer's Liability

b. Comprehensive General Liability

1. Bodily Injury and Property Damage Combined Single Limit and Liability
 \$ 1,000,000 each occurrence
 \$ 2,000,000 aggregate
2. Property Damage Insurance will provide explosion, collapse and underground coverage where applicable.
3. Personal injury, with employment exclusion deleted.
 \$ 1,000,000 annual aggregate

c. Comprehensive Automobile Liability.

1. Bodily Injury and Property Damage
\$ 1,000,000 combined single limit (CSL)
 - d. Commercial Umbrella Insurance shall provide coverage for not less than the following amounts.
 1. Bodily Injury and Property Damage Combined
\$ 5,000,000 each occurrence
\$ 5,000,000 annual aggregate
 - e. All of the above insurance must name the following entities as additional insured:
Guttenberg Board of Education, its successors and assigns as their interests may appear, 7317 Kennedy Boulevard Guttenberg, NJ.
 - f. All insurance policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Guttenberg Board of Education shall receive 30 days written notice prior to such action.
 - g. All policies shall be written with insurance companies licensed to do business in the State of New Jersey and rated no lower than A- in the most current addition of AM Best Property Casualty Key Rating Guide.
- 7) Period of Agreement: The successful bidder shall provide general repair/renovation construction services on an on-call and as-needed basis, for a two (2) year period, or as may be extended by one (1) or two (2) years.
- 8) Required Services: Under this contract, the successful bidder shall provide all labor and material necessary to perform **HVAC REPAIRS/ On Call HVAC Services for Repair, Maintenance, and Replacement** at any Guttenberg Board of Education owned and/or leased facilities as directed by a designated representative from the Guttenberg Board of Education as described under Scope of Work as requested/directed and as required by the existing conditions.
- 9) Qualifications. The Contractor shall be a qualified professional, capable of performing the work with a minimum of 10 years of verifiable pertinent experience with educational facilities and in maintaining a physical plant of not less than twelve (12) buildings. Qualifications shall include professional competency in all aspects of work required by the Guttenberg Board of Education for all facilities as described herein and installations described in the scope of work. Bidder shall provide references in the attached form.
- 10) The Guttenberg Board of Education is not required to request any minimum quantity of services under this contract. The Guttenberg Board of Education may award a contract to others for work of a similar nature as permitted by statute.
- 11) Authorization: No work shall be performed unless authorized by a designated representative from the Guttenberg Board of Education.
- 12) Emergency Response Time: Emergency response time shall be one-half (1/2) hour. If, at the time of the emergency a permanent repair cannot be made for any reason, then a temporary repair must be performed to mitigate the emergency and make the area safe until a permanent repair can be made; the permanent repair must be scheduled as soon as possible. The Contractor shall maintain a continuous telephone service eight (8) hours per day, seven (7) days per week, including Sundays and Holidays,
- 13) Personnel: The Contractor must employ qualified, experienced personnel to perform the work described in this Contract. The minimum number of workers appropriate to the designated Scope of Work shall be assigned; additional personnel will not be compensated.

14) Termination of Contract: If the Contractor fails to perform in accordance with the documents and the highest industry standards, or if the Guttenberg Board of Education finds the quality of the work unacceptable, after seven days written notice to the Contractor, the Guttenberg Board of Education may terminate the contract and remediate any deficiencies in the work and deduct the cost thereof, including compensation for expenses made necessary, from monies due the Contractor.

15) Equipment: The Contractor must have all the necessary equipment to perform the work described in this Contract: tools, trucks, ladders, scaffolds, hoists, etc. All tools and equipment shall be considered part of the Contractor's overhead cost and are not reimbursable under this Contract, except that equipment rentals of an unusual nature, size, or capacity not normally expected to be owned by the Contractor may be made and the direct cost of such rental will be reimbursed by the Guttenberg Board of Education, provided the rental is approved in advance. The Contractor will not be entitled to a mark-up on materials or equipment supplied by the Guttenberg Board of Education.

16) Billing: Under most circumstances (non-emergency) the Contractor will be called by an authorized Guttenberg Board of Education representative to visit the site to inspect the work that needs to be done and prepare an estimate based on labor and material. The estimate shall include an itemized list of materials and man-hours anticipated to perform the work. If the estimate is approved, the Contractor will be given authorization to proceed with the work. Emergency work can be ordered verbally by the designated representative(s).

The Contractor will not be paid for travel time to and from the site - only for time spent working on the job. The Contractor will also not be paid for inspections or for the preparation of quotations.

Upon completion of designated and approved work, the Contractor shall submit an invoice containing the same detailed, information provided in the estimate based on actual (not estimated) time and materials receipts, which will be required for reimbursement.

17) If it is observed that safety regulations are not being followed and there exists a potential serious safety deficiency that could result in an accident, the Bidder/Contractor acknowledges that a representative of the Guttenberg Board of Education may stop the project until the safety deficiency is corrected without any claim for additional compensation by the Bidder.

OTHER CONDITIONS

All Bidders shall comply with the requirements set forth in detail in this document and any attachments hereto.

The Contractor shall limit his use of the premises to extent needed only for performance of the Work. The Contractor shall cooperate fully with the Guttenberg Board of Education representatives during construction operations to minimize conflicts and to facilitate safe use of premises by others. The Contractor shall perform the Work so as not to interfere with the activities which take place at the Board's facilities.

No Contractor, employee or supplier shall be present on the site unless they have provided advance notice as directed by the Board, have signed in at the location where work is being performed, and are wearing appropriate identification.

The Guttenberg Board of Education may direct, through their designees, further limitations on use of the site.

No work shall be performed without the approval of the Business Administrator. Typical working hours shall be 3:00 p.m. and 7:00 p.m., Monday through Friday; it is understood that work may need to be performed on weekends or during the school day if approved due to emergency, unless otherwise directed by the Business Administrator.

Contractor shall provide containers with tamper proof covers for disposal of all debris arising from the work. Containers without such covers must be manned thorough out the work day and removed at the end of each work day. No demolition materials or debris may be removed through the building. If chutes from demolition locations to containers are utilized, they shall be "closed" to prevent any spray of demolished and all demolition materials. Areas surrounding any active chute must be protected and barricaded to prevent any damage to persons or property. Any active chute shall be manned until such time it is inactive and secured.

Contractor shall be responsible for the safety of the students, faculty, public and their employees in the work area. Contractor shall provide all measures necessary to provide a safe and secure work area in accordance with the OSHA requirements.

Contractor shall keep all areas adjacent to work clean and free of debris with unobstructed access and egress. Given the nature of project work and proximity to children, Contractor shall continuously maintain clean and open access and provide no 'attractive nuisance'.

Contractor shall provide a locked container or locked temporary fencing to protect stored materials on site.

No personnel including inspectors, product representatives, etc. shall be permitted in or on buildings or on any scaffolding without proper safety equipment. The Contractor shall be responsible for the health and safety of all their employees and workers. All personnel shall wear safety equipment in accordance with OSHA requirements and shall follow ALL applicable OSHA stipulations and requirements.

All work shall be performed in compliance with applicable codes. Inspections by Code Officials shall be scheduled by the Contractor. No active paths of egress through any facility shall be blocked during school hours. The dropping of any equipment, materials, debris of refuse from any height is prohibited. The Contractor shall erect enclosed chutes for disposal of all debris and shall provide sidewalk covers as necessary.

The dumping of any rubbish or debris arising from the work into any containers of the Owner or at unspecified locations is prohibited. All refuse materials shall be disposed of at approved facilities permitted to accept subject materials. All tickets from proper disposal shall be copied to the Owner.

Waste materials shall be disposed of at sites approved by the NJDEP's Office of Residual Management, which are compatible with the nature of materials being disposed.

Contractor shall upon request supply certification of disposal techniques.

The use of any chemicals for dust control or any other unauthorized purpose is prohibited.

All materials and equipment not designated to be re-used or salvaged for the owner shall become the property of the contractor. However, all materials and equipment designated as re-usable or salvageable by the owner shall be carefully removed so as to cause minimum damages and safely stored by the contractor until accepted by the owner.

Contractor is solely responsible for and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all property not designated for removal, relocation or replacement in the course of construction.

Where damage, injury, or loss is done to the property as a result of the contractor's execution of the work, such property shall be restored by the Contractor at his expense to a condition equal to that existing prior to the damage.

Where property has existing damages that cannot be clearly verified, the nature and extent of such damages shall be documented and submitted to the Architect for consideration prior to any construction or construction related activity.

The Contractor shall strictly comply with the requirements of State Statute and the Owners of existing utilities and structures including but not limited to those related to support, protection, inspection and testing.

In the event of damage, injury or loss of existing utilities and structures, whether shown on the drawings or not, the contractor shall make all reasonable efforts to facilitate repairs and to mitigate the impact of such event. The contractor shall be responsible at his own expense for restoring the existing utility or structure to the condition required by the Owner of the utility. In the event the Owner elects to repair, the Contractor shall provide all reasonable access and assistance and will reimburse the Owner for the cost of the repair.

BID FORM- HVAC REPAIRS/ On Call HVAC Services for Repair, Maintenance, and Replacement

LABOR

BID ITEM	HVAC REPAIR AND SERVICE	RATE	ESTIMATED NO. OF HOURS (bid purposes only)	LABOR ITEM COST (for bid purposes only)
	AIR CONDITIONING & REFRIGERATION			
1	MECHANIC Foreman	\$ _____ / PER HOUR	24	\$ _____
2	MECHANIC Journeyman	\$ _____ / PER HOUR	24	\$ _____
3	MECHANIC Apprentice	\$ _____ / PER HOUR	100	\$ _____
	ELECTRICIAN			
4	ELECTRICIAN Assistant General Foreman	\$ _____ / PER HOUR	16	\$ _____
5	ELECTRICIAN Journeyman	\$ _____ / PER HOUR	40	\$ _____
6	ELECTRICIAN Apprentice	\$ _____ / PER HOUR	40	\$ _____
	PLUMBER			
7	PLUMBER General Foreman	\$ _____ / PER HOUR	16	\$ _____
8	PLUMBER Foreman	\$ _____ / PER HOUR	32	\$ _____
9	PLUMBER Journeyman	\$ _____ / PER HOUR	32	\$ _____
	REPAIR & SERVICE (ITEMS 1 TO 9) TOTAL LABOR			\$ _____

Overtime Rate of 1.5 Regular Rate, shall be paid for work performed before 7 AM and after 11 PM Monday through Friday, & all day Sunday.

Sunday and Holiday Overtime Rate of 2x Regular Rate, shall be paid for work performed on Sundays and Holidays.

No overtime work of any nature shall be performed unless approved and authorized by the Guttenberg Board of Education.

Note: Unit price for Labor Rates shall apply to any and all approved hourly invoices.

MATERIALS

BID ITEM	CONTRACTOR COST	MARK UP PERCENTAGE (%)	MARK UP DOLLARS (\$)	=	MATERIAL ESTIMATE TOTAL (for bid purposes only)
10	\$1,000.00	_____ %	\$ _____	=	\$ _____

Note: Unit price mark-up will apply to any and all material cost > \$1.00.

Costs for materials will be verified by actual material invoices supplied by the Contractor, or, in the case of small quantities of in-house supplies, a GBOE representative will verify quantities and estimated cost. There shall be no mark-up on materials supplied by the Guttenberg Board of Education.

TOTAL ESTIMATED CONTRACT AMOUNT:

BID ITEMS 1 +2 +3 +4 +5 +6 +7 +8 +9 +10 (LABOR PLUS MATERIALS)

\$ _____

The successful bidder will be the lowest responsible bidder based on TOTAL ESTIMATED CONTRACT AMOUNT (LABOR PLUS MATERIALS).

Submitted by: _____
Name of Bidder

OWNERSHIP DISCLOSURE

STATEMENT SETTING FORTH THE NAMES AND ADDRESSES OF STOCKOLDERS

OR PARTNERS OWNING MORE THAN 10% OF _____

COMPANY IN COMPLIANCE WITH N.J.S.A. 52:25-24.2

The following constitutes the names and addresses of all stockholders in the corporation if corporation is a bidder, or partners if the partnership is a bidder, who own 10% or more of the corporate stock of the bidder of any class or of all individual partners in the partnership who own 10% or greater Interest therein.

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of the corporation's stock or the individual partners owning 10% or greater interest in that partner Ship, as the case may be, shall also be listed.

<u>NAME</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that the foregoing information is correct

Date Signature Title

NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____
(Name)
in the County of _____ and the State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

1. I am _____,
(Name) (Title, Position, Etc.)

in the firm of _____ the BIDDER submitting the Bid

Forms for **HVAC REPAIRS/ On Call HVAC Services for Repair, Maintenance, and Replacement – Bid No. 2022-04;**

2. I executed the said Bid Forms with full authority so to do;

3. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competition, or potential competitor;

4. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the BIDDER and will not knowingly be disclosed by the BIDDER prior to the opening of bids for this project, directly or indirectly, to any other BIDDER, competitor or potential competitor; and

5. No attempt has been made or will be made by the BIDDER to induce any other person, partnership, corporation, or limited liability company to submit or not to submit a Bid for the purpose of restricting competition;

6. The person signing the Bid, certifies that he/she has fully informed himself/herself regarding the accuracy of the statement contained in this certification, and under the penalties of perjury affirms the truth thereof, such penalties being applicable to the BIDDER as well as to the person signing in its behalf.

Signature

Date

STATE OF: _____
COUNTY OF: _____
TOWN OF: _____

State of New Jersey, County of _____
Subscribed and Sworn to before me this
_____ day of _____, 2022.

Notary Public

PREVAILING WAGE AFFIDAVIT

BIDDER acknowledges and affirms that he has personal knowledge of, and reviewed a copy of the valid prevailing wage rates for all trades involved in the project for the geographical location of the projects as issued by the Commissioner of the Department of Labor & Workforce Development, Trenton, N.J. 08625 (609) 292-2323.

Name of Company

Address

Name and Title of Authorized Representative
(Print or Type)

Signature of Authorized Representative
(Corp. Seal)

Date

State of New Jersey, County of _____
Subscribed and Sworn to before me this
_____ day of _____, 2022.

Notary Public
My Commission expires: _____

AHERA NOTIFICATION

To all Contractors / Workers:

Pursuant to AHERA (Asbestos Hazard Emergency Response Act) Regulations, you are hereby informed that the Guttenberg Board of Education has conducted an inspection of its buildings for asbestos containing building materials. A Management Plan has been developed and approved. The plan identifies asbestos containing building materials, assesses their friability (the potential to be crumbled or reduced to powder by hand pressure), and recommends actions based upon the potential release of asbestos fibers.

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

Your signature below acknowledges that you have been informed prior to the commencement of work that you have been made aware of your rights under the AHERA Regulations.

Name of Bidder / Contractor

Address

Name and Title of Authorized Representative
(Print or Type)

Signature of Authorized Representative
(Corp. Seal)

Date

AFFIRMATIVE ACTION AFFIDAVIT

BIDDER acknowledges and affirms that he/she has reviewed the Mandatory Affirmative Action Requirements and Language in the following pages and is familiar with all affirmative action requirements of the State of New Jersey, including those required by N.J.S.A. 10:5-31 *et seq* and N.J.A.C. 17:27-1.1 *et seq* and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto, and has and will continue to comply with all the affirmative action requirements of the State of New Jersey including those required by P.L. 1975 c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

Name of Bidder / Contractor

Address

Name and Title of Authorized Representative (Print or Type)

Signature of Authorized Representative (Corp. Seal)

Date

State of New Jersey, County of _____
Subscribed and Sworn to before me this
_____ day of _____, 2022.

Notary Public
My Commission expires: _____

NEW JERSEY AFFIRMATIVE ACTION REQUIREMENTS

1. All successful CONTRACTORS must submit within Three Days of the signing of the contract an Initial Project Manning Report (AA201) which OWNER will supply upon request. If the CONTRACTOR fails to comply with the above, within the time specified, the CONTRACTOR'S Bid will be rejected.
2. All Bidders are required by New Jersey State Law to provide proof that they are in compliance with all affirmative action requirements of the State of New Jersey, including those required by N.J.S.A. 10:5-31 ET SEQ., N.J.A.C. 17:27-3.1 and the rules and regulations issued by the Treasurer, State of New Jersey. All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following:
 1. A photo copy of their **Federal Letter of Affirmative Action Plan Approval**, stating that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR
 2. A photo copy of their **Certificate of Employee Information Report** approval, issued in accordance with N.J.A.C. 17:27-4.6;

OR
 - C. A photo copy of a completed **Affirmative Action Employee Information Report (Form AA302)** which owner will supply upon request, to be completed by the contractor in accordance with N.J.A.C. 17:27-4.3.

The Affirmative Action Affidavit for vendors having less than fifty employees is no longer acceptable.

3. If the Contractor fails to comply with the above, within the time specified, the contractor's bid will be rejected.
4. Bidders agree that in the event that a contract is awarded to them for the services covered by these specifications, that the mandatory language hereto and made a part hereof concerning either a procurement and services contract or a construction contract is incorporated herein and shall be a part of these specifications and the contract, and bidders shall comply with each and every term of same.

MANDATORY AFFIRMATIVE ACTION LANGUAGE

Bidders agree that in the event that a contract is awarded to them for the services covered by these specifications, that the Mandatory Affirmative Action Language hereto and made a part hereof concerning a construction contract is incorporated herein and shall be a part of these specifications and the contract, and Bidders shall comply with each and every term of same.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said

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

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

(1) To notify the public agency compliance officer, the Department of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area:

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Department of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request

of the Department of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Department of LWD, Construction EEO Monitoring Program.

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

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

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

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

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

AMERICANS WITH DISABILITY ACT AFFIDAVIT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the Guttenberg Board of Education do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. 12101 *et seq*) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Guttenberg Board of Education 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 subcontracting violate or are alleged to have violated the ACT during the performance of this contract, the CONTRACTOR, shall defend the Guttenberg Board of Education in any action or administrative proceeding commenced pursuant to this ACT. The CONTRACTOR, shall indemnify, protect, and save harmless the Guttenberg Board of Education, its agents, servants, and employees from and against 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 Guttenberg Board of Education grievance procedure, the CONTRACTOR agrees to abide by any decision of the Guttenberg Board of Education which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Guttenberg Board of Education or if the Guttenberg Board of Education 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 Guttenberg Board of Education 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 Guttenberg Board of Education or any of its agents, servants, and employees the Guttenberg Board of Education shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the Guttenberg Board of Education or its representatives.

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

It is further agreed and understood that the Guttenberg Board of Education 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 Guttenberg Board of Education from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

BIDDER acknowledges and affirms that it has reviewed the aforementioned Americans with Disabilities Act requirements, and by undersigning below consents and agrees that if the Contract for this Bid is awarded, the bidder will comply with said requirements.

Name of Bidder / Contractor

Name and Title of Authorized Representative
(Print or Type)

Signature of Authorized Representative
(Corp. Seal)

Date

State of New Jersey, County of _____
Subscribed and Sworn to before me this
_____ day of _____, 2022.

Notary Public
My Commission expires: _____

PAY TO PLAY REQUIREMENTS

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name: Hudson

State: Governor, and Legislative Leadership Committees

Legislative District #s: State Senator and two members of the General Assembly per district.

County: Freeholders County Clerk Sheriff
{County Executive} Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

WORKER AND COMMUNITY RIGHT TO KNOW ACT REQUIREMENTS

1. Manufacturers and suppliers of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know ("RTK") Law (N.J.S.A. 34:5A-1 *et seq.*, and N.J.A.C. 8:59-2.1 *et seq.*). It is required that the Contractor and/or Subcontractors ensure that containers of substances belonging to the Contractor and/ or Subcontractors that are stored at the Owner's facility are properly "RTK" labeled.
2. Surveys of hazardous substances stored at the Owner's facility by the Contractor and/or Subcontractor are to be provided to the Owner of the facility. Refer to N.J.A.C. 8:59-2.1 *et seq.*
3. All applicable Material Safety Data Sheets (MSDS) from manufacturers, suppliers, Contractors and/or Subcontractors must be provided to the Owner for all products present at, purchased for, and brought on site at the Owner's facility, prior to the delivery of the subject material to the site. Refer to N.J.A.C. 8:59-2 *et seq.*
4. All Contractors are to keep on file all MSDS's in their field office at the location where the material is used.

The Bidder agrees to comply with Right to Know Act Requirements as outlined above.

Name of Bidder / Contractor

Address

Name and Title of Authorized Representative
(Print or Type)

Signature of Authorized Representative
(Corp. Seal)

Date

BIDDERS SAFETY ACKNOWLEDGMENT

The undersigned hereby states that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations. Full compliance of all employees, sub-contractors' employees and site personnel with all safety regulations is the CONTRACTOR's complete and sole responsibility.

If it is observed by an official representative of the municipality that these safety regulations are not being followed and there exists a potential serious safety deficiency that could result in accident, I acknowledge that this municipal representative may stop the project until the safety deficiency is corrected without any claim for additional compensation by this firm.

Name of Bidder / Contractor

Address

Name and Title of Authorized Representative
(Print or Type)

Signature of Authorized Representative
(Corp. Seal)

Date

BIDDER'S QUALIFICATIONS

Bidder must have verified experience in direct quality performance of similar work with large educational facilities consistent in size and condition with the NBBOE plant.

Referenced service contracts must include **HVAC REPAIRS/ On Call HVAC Services for Repair, Maintenance, and Replacement** on a contracted basis for large, multi-facility physical plants for educational facilities.

Provide a minimum of five (5) total references for long-term/ongoing service contracts consistent in SCOPE and COST with the requirements set forth in this bid package and which demonstrate the DIVERSITY OF SKILLS AND COORDINATION that meet or exceed those required to complete the work described herein.

BIDDER MAY ATTACH SHEETS OR COMPLETE THE FOLLOWING FORM FOR THE REQUIRED REFERENCE PROJECTS.

1.1. OWNER _____
ADDRESS _____
DESCRIPTION OF WORK _____

CONTRACT PRICE _____
DURATION OF CONTRACT _____
NAME OF FIRM, AND CONTACT PERSON OVERSEEING WORK, PHONE NUMBER, ETC

1.2. OWNER _____
ADDRESS _____
DESCRIPTION OF WORK _____

CONTRACT PRICE _____
DURATION OF CONTRACT _____
NAME OF FIRM, AND CONTACT PERSON OVERSEEING WORK, PHONE NUMBER, ETC

1.3. OWNER _____
ADDRESS _____
DESCRIPTION OF WORK _____

CONTRACT PRICE _____
DURATION OF CONTRACT _____
NAME OF FIRM, AND CONTACT PERSON OVERSEEING WORK, PHONE NUMBER, ETC

1.4. OWNER _____
ADDRESS _____
DESCRIPTION OF WORK _____

CONTRACT PRICE _____
DURATION OF CONTRACT _____
NAME OF FIRM, AND CONTACT PERSON OVERSEEING WORK, PHONE NUMBER, ETC

1.5. OWNER _____
ADDRESS _____
DESCRIPTION OF WORK _____

CONTRACT PRICE _____
DURATION OF CONTRACT _____
NAME OF FIRM, AND CONTACT PERSON OVERSEEING WORK, PHONE NUMBER, ETC

AFFIDAVIT OF NO MATERIAL CHANGE OF CIRCUMSTANCES

STATE OF _____

ss:

COUNTY OF _____

I, _____ of the City of _____
(NAME)

in the County of _____ and the State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

1. I am _____, a _____
(NAME) (Title, Position, Etc.)

in the firm of _____, the BIDDER submitting the Bid

Forms for the

GUTTENBERG BOARD OF EDUCATION
HVAC REPAIRS/
On Call HVAC Services for Repair, Maintenance, and Replacement
Bid No. 2022-04

2. I am an owner, partner, shareholder, or officer of the company as set forth herein and am duly authorized to execute this affidavit on its behalf.

3. A statement as to the financial ability, adequacy of plant and equipment, organization and prior experience of the Bidder, as required by N.J.S.A. 18A:18A-28 has been submitted to the Department of Treasury within the last six (6) months preceding the date of opening of Bids for this contract.

4. I certify that there has been no material adverse change in the qualification except:

Signature

Date

State of New Jersey, County of _____

Subscribed and Sworn to before me this
_____ day of _____, 2022.

Notary Public

My Commission expires: _____

**AFFIDAVIT STATING BIDDER HAS NOT BEEN DEBARRED,
DISQUALIFIED OR SUSPENDED BY AUTHORITIES**

STATE OF _____

ss:

COUNTY OF _____

I, _____ of the City of
(NAME)

_____ in the County of _____ and the State of New

Jersey, of full age, being duly sworn according to law on my oath depose and say that:

1. I am _____, a _____
(NAME) (Title, Position, Etc.)

in the firm of _____, the BIDDER submitting the Bid

Forms for the

GUTTENBERG BOARD OF EDUCATION
HVAC REPAIRS/
On Call HVAC Services for Repair, Maintenance, and Replacement
Bid No. 2022-04

2. I am an owner, partner, shareholder, or officer of the company as set forth herein and am duly authorized to execute this affidavit on its behalf.

3. The BIDDER is not at the time of this bid included on the State Treasurer's, the Financing Authority's, the Development Authority's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal agency.

4. I certify that the BIDDER shall immediately notify the State, the Financing Authority, the Development Authority and the New Jersey State Police in writing whenever the BIDDER appears on any of these Lists, and acknowledges that the State and/or the Financing Authority and/or the Development Authority reserve the right in such circumstances to immediately suspend such BIDDER from contracting, and to take such other action as is deemed appropriate pursuant to N.J.A.C. 17:19-3.1 *et seq.* or any applicable regulation issued by the Financing Authority or the Development Authority.

State of New Jersey, County of _____

Notary Public

_____ day of _____, 2022.

My Commission expires: _____

SUBCONTRACTOR'S DISCLOSURE STATEMENT

Complete, sign and return with BID

The _____ (name of Bidder / Contractor)

_____ Will sub-contract a portion of the project. _____ Will not sub-contract a portion of the project.

Bidder's / Contractor's Authorized Agent: _____ Title: _____

Signature of Bidder: _____ Date: _____

If the Bidder is not going to subcontract any portion of this project, the Bidder need not complete any further part of this document.

If the Bidder will subcontract any of the following:

- Plumbing / Gas fitting work
- Refrigeration / heating / ventilating systems & equipment
- Electrical work, tele-data, fire alarm or security systems
- Structural steel / Ornamental iron work

The Bidder must do the following:

- Identify the contract number and type of work intended to subcontract;
- Provide the name, address, and other pertinent information about the subcontractor;
- If the cost of the work by the subcontractor shall exceed the amounts listed below, the bidder shall provide in the bid package submission of the following documents:

SUBCONTRACTOR DOCUMENT SUBMITTAL

Estimated Value of Contract- Subcontractor	For Subcontractors in the four major branches listed above	For all other subcontractors
	SUBMIT WITH BID	SUBMIT W/IN 10 DAYS OF AWARD
\$2,000 through \$5,399	Contractor's Registration Certificate	
\$5,400 through \$17,499	Contractor's Registration Certificate NJ Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate NJ Business Registration Certificate Ch. 271 Political Contribution Disclosure Form	
\$20,000 or more	Contractor's Registration Certificate NJ Business Registration Certificate Ch. 271 Political Contribution Disclosure NJ DPMC Notice of Classification Total Amount of Uncompleted Contracts- Certified	

Bidder shall LIST subcontractor(s) on pages to be attached to the Bid Submittal. For EACH subcontractor, Bidder must include each subcontract dollar amount; name, address, contact information and FEIN # for the subcontractor; the required documents; and Certification of Equipment.

CERTIFICATION OF EQUIPMENT:

The _____ Hereby certifies the abovenamed subcontractor has the personnel, equipment, expertise, financial and sufficient means to complete their portion of the contract in full accordance with the specifications.

_____ (Authorized Agent- print) _____ (Authorized Agent- sign)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

*Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature _____

Date _____

Print Name and Title _____