THE MORRIS COUNTY PARK COMMISSION
353 EAST HANOVER AVENUE
MORRISTOWN, NEW JERSEY 07962

OCTOBER 2011

MAINTENANCE SERVICES FOR
MECHANICAL EQUIPMENT
AT MENNEN SPORTS ARENA

CONTRACT NO. 24-12

MORRIS COUNTY PARK COMMISSION

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NOTE TO ALL PROSPECTIVE BIDDERS

Be advised that no Contractor's payments will be made until certified payroll records have been received showing wages and benefits paid in accordance with current Prevailing Wage Rates Determination as noted on page 8 of the specifications.
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Printable copy available at: http://lwd.dol.state.nj.us/labor/wagehour/regperm/public_contracts_general.html
Notice is hereby given that sealed proposals will be received by the Morris County Park Commission (the “Park Commission”) at 1:30 p.m., prevailing time, on Thursday, November 10, 2011 at the Morris County Park Commission's Administration Headquarters, located at the Frelinghuysen Arboretum, 353 East Hanover Avenue, Morris Township, New Jersey for Contract No. 24-12 titled **MAINTENANCE SERVICES FOR MECHANICAL EQUIPMENT AT MENNEN SPORTS ARENA.**

Bids shall be enclosed in a sealed envelope addressed to the Morris County Park Commission and marked with the name and address of the Bidder and the Contract Title and Number. Each bid must be accompanied by a certified check, cashier’s check or bid bond in the amount of $250.00, payable to the Morris County Park Commission, as a guarantee that if the contract is awarded to the Bidder he will enter into a contract with the Park Commission. **NO BIDS WILL BE RECEIVED BY MAIL. A Company representative must be present at the bid opening and bid envelopes will only be accepted by and when called for by the Park Commission representative. No bids may be submitted prior to Thursday, November 10, 2011 at 1:30 p.m.**

Contract Documents for the proposed work are on file at the Park Commission Administration Building, 353 East Hanover Avenue, Morris Township, New Jersey. All bids to be considered must be submitted on the forms obtainable at the Park Commission Administration Building on or after Friday, October 14, 2011 during regular business hours, 9:00 a.m. to 4:30 p.m., prevailing time, Monday through Friday. The Park Commission shall not be responsible for full or partial sets of Contract Documents, including addenda, obtained from any other source. The above information will also be accessible from the Morris County Park Commission’s website at [www.morrisparks.net](http://www.morrisparks.net) under the “Public Bids/Vendor Registration” link.

**EACH BIDDER MUST COMPLETE AND SUBMIT WITH HIS THE BID** the Bid Form, Bid Security, Ownership Disclosure Statement, Affirmative Action Assurance Form, Non-Collusion Affidavit, Bidder Questionnaire, Experience Work Sheet, Identification of Subcontractors, Equipment List, Public Works Contractor Registration Certificate, and a copy of a current CFC Certificate, and HVAC/Refrigeration Technician Certificate. It is requested that all bidders submit with the bid a copy of the State of New Jersey Business Registration Certificate. Compliance with the Davis-Bacon Act, 40 U.S.C.A. 27a et seq., and N.J.S.A. Title 34:11-56.25 et seq. as amended relating to payment of wages not less than those prevailing for similar work in the local area. The successful bidder shall comply with the Affirmative Action Requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

THE MORRIS COUNTY PARK COMMISSION
Peggy Marcketta, Purchasing Agent Manager
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

RECEIPT AND OPENING OF BIDS

The Morris County Park Commission, (the “Park Commission”), invites bids on the forms of proposal attached hereto, all blanks of which must be appropriately filled in with both words and numbers in either ink or typeface. Bids will be received by the Park Commission at the Park Commission Administration Building, 353 East Hanover Avenue, Morris Township, New Jersey 07962, at 1:30 p.m., prevailing time, on Thursday, November 10, 2011.

Proposals must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address and the name of the project for which the bid is submitted as follows:

MECHANICAL SERVICES/MENNEN SPORTS ARENA

NO BIDS WILL BE RECEIVED BY MAIL. A COMPANY REPRESENTATIVE MUST BE PRESENT AT THE BID OPENING AND BID ENVELOPES WILL ONLY BE ACCEPTED BY AND WHEN CALLED FOR BY THE PARK COMMISSION REPRESENTATIVE. NO BIDS MAY BE SUBMITTED PRIOR TO 1:30 P.M., THURSDAY, NOVEMBER 10, 2011.

The Park Commission may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

TERM OF CONTRACT

The term of the contract shall be for an initial twelve (12) consecutive month (one year) term, commencing on February 1, 2012, subject to an additional twelve (12) consecutive month (one year) renewal term at the same rates and on the same terms and conditions, at the sole discretion of the Park Commission and subject to the certification of the availability and appropriation of funds to meet the obligation for the renewal term.

AWARD OF CONTRACT

The Park Commission reserves the right to award the Contract to the lowest responsible bidder as set forth in the Contract Documents, to reject proposals or any proposal which may be informal or the acceptance of which for any other reason would be detrimental to the best interests of the Park Commission and to waive all informalities.

The award of the contract will be made by the Park Commission as soon as practicable after the acceptance of the bids, and the Contract will be awarded or all bids will be rejected within sixty (60) days after the opening of the bids, except that the bids of any bidders who consent thereto, may, at the request of the Park Commission, be held for consideration for such longer period as may be agreed.

No bidder may withdraw his bid for a period of sixty (60) days after the date of opening bids.

Award will be made through a fair and open process pursuant to N.J.S.A. 19.44A-20.4.
GENERAL

The Instructions to Bidders, General Conditions and all other documents which are part of the Contract Documents shall be part of this Contract. The division of the specifications into sections and paragraphs is for convenience only, and is not necessarily an accurate division.

QUALIFICATION OF BIDDERS

Each bidder must submit a sworn statement setting forth such information as the Park Commission may require concerning his financial condition, present and proposed plant and equipment, the personnel and qualifications of his working organization, prior experience and performance record as requested on applicable blank forms contained in the Proposal. The Bidder, if requested, shall prove to the satisfaction of the Park Commission that he has successfully completed and furnished similar equipment and work to other persons and/or entities. The Park Commission reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Park Commission that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. **Bidder must submit copies of current CFC Certificate, and HVAC Technician Certificate with this bid. Failure to do so shall result in rejection of this bid.**

SUBCONTRACTORS

Bidders must identify all proposed subcontractors on the Identification of Subcontractors form contained in the Bid Proposal Form.

BID SECURITY

Each bid must be accompanied by a cashier’s check, certified check or bid bond in the amount of $250.00. Check or bid bond shall be made payable to the Park Commission. Bid bonds must be executed by a surety company licensed to do business in New Jersey. Checks and bid bonds shall be returned by mail within ten (10) days of the opening of bids, Sundays and holidays excluded, to all bidders except the three apparent low bidders. The bid security of the remaining unsuccessful bidders and of the successful bidder shall be returned within three (3) days, Sundays and holidays excluded, after the award and execution of the contract. Should the bidder to whom the Contract is awarded fail to enter into a contract and provide the requisite bonds and certificate of insurance within ten (10) days from the date of the Notice of Award, Sundays and holidays excepted, the Bidder shall forfeit its bid security and the Park Commission may then, at its option, accept the bid of the next lowest responsible bidder.

EQUAL BIDS

When two or more bids are equal in all respects, award shall be made by coin-toss which shall be witnessed by at least three (3) persons and which may be attended by the Bidders or their representatives.
ADDENDA AND INTERPRETATIONS

No oral interpretations or clarifications of the specifications will be made. Every request for an interpretation or clarification should be in writing addressed to The Morris County Park Commission, 353 East Hanover Avenue, Morris Township, New Jersey 07962 and to be given consideration must be received at least twelve (12) business days prior to the date fixed for the opening of bids. Any and all such interpretations, clarifications, and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, shall be forwarded by the Park Commission to all prospective bidders known at that time by Certified Mail Return Receipt Requested, by Certified Facsimile Transmission or by a delivery service that provides the Park Commission with a certification of delivery not later than seven (7) business days prior to the date fixed on the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract documents.

CHALLENGES

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

EXECUTION OF CONTRACT AND INSURANCE

Each Bidder to whom a contract is awarded shall forward the executed Contract and a Certificate of Insurance and/or an Insurance Policy as evidence of the bidder’s compliance with the insurance requirements set forth in the General Conditions. Said certificates and/or policies shall be submitted within ten (10) days of the date the Contract is awarded. The Park Commission reserves the right to terminate the Contract awarded to any bidder who fails to timely submit said certificates and/or policies.

AFFIRMATIVE ACTION EVIDENCE

Pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, the successful bidder is required to submit the appropriate Affirmative Action evidence as set forth on Pages 15 through 16 of the Affirmative Action Requirements and Page 33 of the Affirmative Action Assurance Form. Affirmative Action evidence must be submitted within seven (7) days after receipt of the notification of award and receipt of contract. **IF THE VENDOR DOES NOT SUBMIT THE AFFIRMATIVE ACTION EVIDENCE, THE PARK COMMISSION SHALL DECLARE THE VENDOR AS BEING NON-RESPONSIVE AND REJECT THEIR BID.**

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over this matter shall apply to the contract throughout, and they will be deemed to be included in the contract as though herein fully set forth at length.

OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the same and to have read and to be thoroughly familiar with the plans and contract documents including all addenda. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve that Bidder from the obligation in respect of his bid.

CONTRACTOR'S EMPLOYEES

The bidder will not be permitted to employ any laborer, working man or mechanic contrary to the rulings of the various authorities having jurisdiction.

Special attention of the Bidder is directed to labor requirements established forbidding discrimination in employment of citizens by reason of race, religion, sex or national origin.

The bidder shall not employ any employee of the Park Commission.

At least one person sent to a job site must be able to communicate effectively and efficiently with management, staff and other agencies in order to protect general health, safety and welfare of the public and staff.

PAYMENT

The Park Commission shall pay for delivery of goods and/or rendering of services after receiving a signed County Voucher Form and the individual projects have been fully executed, complete with detailed, itemized invoice.

The Contractor’s invoicing for goods or services pursuant to this bid must be so detailed as to distinguish labor charges, manufacturer’s list price for parts (before and after the applicable parts discount), etc., as is appropriate, so as to be consistent with the pricing indicated on the Price Information Sheet of this bid. Copies of tickets for material must be submitted complete with verification of parts and installation.

Only orders submitted by the Director of Engineering Services or his designated representatives will be processed. The various using facilities are not authorized to order parts and services directly, unless approval is given by the Director of Engineering Services or his authorized representative in writing.

A copy of the certified payroll record indicating wages paid as well as wage rates must be included with each submitted voucher for payment. No payment will be processed until payroll record is received.

DATE OF ACCEPTANCE

The date of acceptance of any and all work performed shall be the date upon which the Park Commission makes the final payment to the Contractor hereunder.
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS - Continued

RIGHT TO TERMINATE CONTRACT

The Park Commission shall have the right to declare the Contractor in default in any of the following eventualities:

1. The Contractor becomes insolvent;
2. The Contractor makes an assignment for the benefit of creditors, pursuant to the Statutes of the State of New Jersey or any other state;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
4. The Contractor fails to commence work when notified to do so by the Park Commission;
5. The Contractor shall abandon the work;
6. The Contractor shall, without just cause, reduce his working force to a number which, if maintained, would be insufficient in the opinion of the Park Commission, to complete the work on the MECHANICAL SERVICES accordance with the progress schedule and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Park Commission;
7. The Contractor shall not sublet, assign, transfer, convey or otherwise dispose of his contract other than as herein specified;
8. A receiver or receivers are appointed to take charge of the Contractor's property or affairs;
9. The Park Commission shall be of the opinion that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance and completion of the work;
10. The Park Commission shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of the contract;
11. The Park Commission shall be of the opinion that the Contractor is not or has not been executing the contract in good faith and in accordance with its terms;
12. The Park Commission shall be of the opinion that the work cannot be completed within the time herein specified or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Park Commission's opinion, attributable to conditions within the Contractor's control; and
13. The work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended.

Before the Park Commission shall exercise its right to declare the Contractor in default, the Contractor shall be given an opportunity to be heard on two (2) days' notice.

The right to declare the Contractor in default for any of the grounds specified or referred to herein shall be exercised by sending the Contractor a notice, signed by the Park Commission, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract.

CONSIDERATION OF BIDS

The Park Commission shall award the contract to the lowest responsible bidder. The Park Commission shall consider each bidder’s competency and responsibility, facilities, experience in similar work, and that of any proposed Subcontractors will be considered in making the award, along with the amount of the bid. Bids from parties not regularly and practically engaged as suppliers for the scope and class of work bid upon, may be rejected at the discretion of the Park Commission.
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS - Continued

Each bidder shall submit with the proposal a list of other Owners for which he has performed similar work.

Two proposals from a firm, or a corporation under a different name, will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this work will be the cause of the rejection of all proposals in which he has an interest. Any or all proposals will be rejected if there is a reasonable ground for supposing that there is collusion among the bidders, and all participants in such collusion will receive no further consideration for this work.

WORKER AND COMMUNITY RIGHT TO KNOW ACT

Pursuant to N.J.A.C. 8:59.1 et seq., every container of product(s) delivered under terms of this Bid Proposal must bear a label indicating the chemical name and Chemical Abstract Service Number of all hazardous substances present in a concentration of 1% or greater, all substances in a concentration of .1% or greater that may pose a special hazard as a carcinogen, mutagen or teratogen. In addition, the five most predominant substances present must be indicated, whether hazardous or not. Finally, those containers that do not account for 99% of the contents, must be marked “CONTENTS PARTIALLY UNKNOWN.” If none of the contents are listed, “CONTENTS UNKNOWN” must be on the label. Synonyms of chemical names or any name recognized by the Chemical Abstract Service may be used. Every carton of the product must also include a copy of the Material Safety Data Sheet. PROPER COMPLIANCE SHALL BE DEEMED A TERM AND CONDITION OF THE CONTRACT.

PRICES BID

Prices shall be stated in both words and figures in the appropriate places in the "Bid Form," and bids may be considered informal which contain items not specifically required in the "Bid Form."

Purchases made by the Park Commission of materials required for bid proposal are not subject to state or local sales or use taxes or federal excise taxes. The Park Commission’s Federal Employer Identification Number shall be utilized for purchases.

In the event that there is a discrepancy between the prices written in words, and those written in figures, the prices written in words shall govern.

Prices quoted shall be firm, net exclusive of all taxes and must include all transportation, delivery, and unloading costs, fully prepaid F.O.B. destination, inside delivery, installation and debris removed. The prices stated in this bid, by mutual consent of the Morris County Park Commission and the successful bidder may be extended for such reasonable time as may be agreed upon until such time as new proposals are received, accepted and awarded.

AMERICAN GOODS AND PRODUCTS TO BE USED

In accordance with N.J.S.A. 40A:11-18, only manufactured products of the United States, wherever available, shall be used for the work to be performed under this contract.
SIGNATURE OF BIDDERS

The firm, corporate, or individual name of the bidder must be signed in the space provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated, and such officer must be duly authorized to so sign. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm." In case of an individual, use the term "doing business as," or "sole owner."

OWNERSHIP DISCLOSURE STATEMENT

All Bidders must complete and return with their proposal the Ownership Disclosure Statement required by the Contract Documents. FAILURE TO SUBMIT AN OWNERSHIP DISCLOSURE STATEMENT WHICH COMPLIES WITH THE REQUIREMENTS OF N.J.S.A 52:25-24.2 WILL RESULT IN REJECTION OF THE BID.

NEW JERSEY PREVAILING WAGE ACT

The Contractors and/or the subcontractors shall fully comply with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 effective January 1, 1964, as amended by Chapter 64 of P.L. 1974, to the extent that it applies to this contract. The Contractor and/or its subcontractors shall, as ascertained from the Commissioner of Labor and Industry, pay the prevailing wage rate in the locality in which the contract is to be performed for each craft or trade needed to perform the contract.

All provisions of Chapter 150, P.L. 1963 as amended by Chapter 64, P.L. 1974 and the clauses required by Chapter 150, P.L. 1974 shall be deemed to be included herein. It will be the responsibility of the Contractor and/or subcontractors to comply with these wage rates as set forth by this law.

The Contractor is solely responsible for the payment of wages consistent with current and any future revisions of prevailing wage rates as established by the New Jersey Department of Labor and Workforce Development during the term of the contract.

The Morris County Park Commission is solely responsible for payment to the Contractor at the hourly rates specified on the Bid Form/Proposal for Electrical Services in the contract documents and for which hourly rates shall be firm and shall not be subject to any future revisions in prevailing wage rates for the term of the contract.

NON-DISCRIMINATION

The Contractor and/or subcontractors shall fully comply with the New Jersey Non-Discrimination in Employment Statutes, N.J.S.A. 10:2-1 through 10:2-4 and the Rules and Regulations adopted pursuant thereto effective October 5, 1966 and any amendments, and the Americans with Disabilities Act of 1991. Requests for information or material may be addressed to: Division of Civil Rights, 1100 Raymond Boulevard, Newark, New Jersey 07102.

CONSTRUCTION SAFETY ACT

The Contractor and/or subcontractors shall at all times comply with the latest applicable State laws pertaining to Safety of Workers in the construction field. The Contractor and/or subcontractors shall adhere to the Construction Safety Act, P.L. 1962, Ch. 45 (N.J.S.A. 34:5-166 et seq.) as revised in 1968.
DAVIS-BACON ACT

Compliance with the Davis-Bacon Act, 40 U.S.C.A. 27a et seq., and N.J.S.A. Title 34:11-56.25 et seq. as amended relating to payment of wages not less than those prevailing for similar work in the local area.

CONFLICTS OF LAWS PROVISION

By the submission of a bid or quote in this matter, bidder or quoter agrees (a) that the law of the State of New Jersey shall be the operative law in this bid or quote and in any subsequent contract or related matters; and (b) that the bidder or quoter submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this bid or quote or any subsequent contract based on this bid or quote. This provision shall govern in spite of language to the contrary in any submitted bid or quote, supporting documentation or contract language submitted with or subsequent to the bid or quote.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the contract and insurance required within the (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

DEPARTMENT OF LABOR, SAFETY AND HEALTH REGULATIONS

This contract is subject to all of the Department of Labor, Safety and Health regulations and to the applicable provisions of the Occupational Safety and Health Act of 1970.

EQUIPMENT SPECIFICATIONS

Bidders must attach to their bid, a listing of all major pieces of tools/equipment that will be used in the performance of the requirements of these specifications. Failure to attach such a listing of tools/equipment will be cause for rejection of this bid.

REQUIREMENTS

Bidders are required to comply with the requirements of N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, P.L. 1977 Chapter 33 Stockholders List, Rehabilitation Act of 1973 and the Americans with Disabilities Act.

BUSINESS REGISTRATION CERTIFICATE

It is requested that all bidders and subcontractors submit with their bid a copy of the New Jersey Business Registration Certificate (BRC) issued by the New Jersey Department of Treasury/Division of Revenue. Information on obtaining a Business Registration Certificate is available at http://www.state.nj.us/treasury/revenue/busregcert.htm or by phone at 609-292-1730. Bidders and Subcontractors must possess a Business Registration Certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor(s) must submit a copy of their Business Registration Certificate along with those of all listed subcontractors if Certificate is not submitted with the bid. Failure to possess a Business Registration Certificate at the time the bid proposal is submitted shall render the bid null and void and unresponsive. Such a bid will not be considered.
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS – Continued

1.0 INSURANCE

1.1 - The Contractor, prior to commencing work, shall provide at his own cost and expense the following insurance to the Morris County Park Commission and the County of Morris with insurance companies licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or Policies as determined by the Park Commission and the County of Morris. Each Certificate or Policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Park Commission by registered mail, return receipt requested, and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract number. Certificates of Insurance, with required endorsements attached, shall be delivered to the Park Commission prior to the commencement of the project. All Certificates of Insurance shall state that the Morris County Park Commission and the County of Morris be carried as additional insured for this Contract, as confirmed by I.S.O. endorsement CG 20 10 07 04 or your insurance company’s equivalent form.

1.2 - Workers' Compensation and Employers Liability Insurance
Contractor shall provide proof of Workers Compensation insurance and be in compliance with the Compensation Law of the State of New Jersey. In the event any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance.

1.3 - Employer's Liability - Limit of Liability shall be a minimum of $1,000,000.00, in accordance with New Jersey Statute.

1.4 - General Liability
The Contractor shall provide comprehensive General Liability Insurance with minimum limits of $1,000,000.00 per occurrence and $3,000,000.00 per aggregate for bodily injury and property damage. A “claims made” policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages:

1. Premises - Operations
2. Use of Independent Contractors and Subcontractors
3. Products and Completed Operations
4. Broad Form Contractual
5. Broad Form Property Damage Endorsement

The insurance required under this section shall protect the Contractor and his Subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations be by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU (Explosion, Collapse, Underground) exclusion from the policy or otherwise submit prior that XCU is covered.

The Morris County Park Commission and the County of Morris shall be named as an “additional insured” utilizing I.S.O. endorsement CG 20 10 07 04 or your insurance company’s equivalent form.
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS - Continued

1.5 - Automobile Liability
Automobile Liability Insurance with a combined single limit of liability per occurrence of $1,000,000.00 for bodily injury, property damage. This insurance shall include bodily injury and property damage with the following coverage.

1. Owned Automobiles
2. Hired Automobiles
3. Non-Owned Automobiles

1.6 - Subcontractors
All Subcontractors must show evidence of insurance as required by this article.

1.7 - Owner’s and Contractor’s Protective Liability
Owner’s and Contractor’s Protective Liability Insurance with a limit of $1,000,000.00 shall be provided by the Contractor for General Work for the sole protection of the Morris County Park Commission and the County of Morris. This policy must be delivered to the Morris County Park Commission prior to commencement of work, and remain in effect until the completion of the project. The Morris County Park Commission and the County of Morris must be named as the first insured on this policy.

1.8 - Builders Risk Insurance
The Contractor for general work at its own cost and expense, shall provide and maintain construction insurance protecting the Morris County Park Commission and the County of Morris. The coverage shall be written for 100% of the completed value of this project subject to a deductible of not more than $1,000.00. The form of coverage shall be Builders Risk Completed Value, All-Risk Form with an extension of building coverage to include personal property of others in the care, custody and control of the insured. All property losses shall be made payable to and adjusted with the Morris County Park Commission.

1.9 - Excess Liability
The Contractor shall be required to carry an excess liability policy with limits of liability of not less than $1,000,000.00, with drop-down provision included. This must be excess of all primary liability contracts. When the required underlying limits of the excess carrier are less than those required by these specifications, the lower underlying limits will be acceptable. The Morris County Park Commission and the County of Morris shall be added as an “additional insured.”

1.10 - Additional Insurance Requirements
1. If any of the above insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met, or at the option of the Morris County Park Commission and the County of Morris, they may pay the Renewal Premium and withhold such payments from any monies due the Contractor.

2. All policies and certificates of insurance shall be approved by the County of Morris, Division of Risk Management prior to the inception of any work.

3. If at any time, any of the foregoing policies shall be or become unsatisfactory to the Park Commission and the County of Morris as to the form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Morris County Park Commission and County
of Morris, the Contractor shall upon notice to that effect from the Morris County Park Commission and the County of Morris, promptly obtain a new policy, submit same to the Morris County Park Commission for approval and submit a Certificate of Insurance thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Morris County Park Commission and the County of Morris, may be forthwith declared suspended, discontinued or terminated.

Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under the Contract nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

4. In the event that claims in excess of insured amounts provided herein, are filed by reason of any operations under this contract, the amount in excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Contractor, until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Morris County Park Commission and the County of Morris.

5. All policies and Certificates of Insurance of the Contractor shall contain the following:
   a. Insurers shall have no right of recovery or Subrogation against the Morris County Park Commission and the County of Morris, including its Agents and Agencies, it being the intention of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.
   b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
   c. The insurance companies issuing the policy or policies shall have no recourse against the Morris County Park Commission and the County of Morris including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
   d. The Contractor shall assume all responsibility for loss or damage to Contractor’s materials, equipment and machinery involved under this contract.
   e. The Contractor shall assume all responsibility to save the Morris County Park Commission and the County of Morris harmless from any loss or damage to all materials, equipment and machinery involved under this contract.
   f. This insurance does not cover any tools owned by mechanics, and tools, equipment, scaffolding, staging, towers and forms owned or rented by the Contractor, or any temporary buildings or other structures erected for the use of the Contractors. The Contractors shall be responsible for all loss of materials by theft or vandalism, and malicious mischief.
   g. All Certificates of Insurance shall state that the Morris County Park Commission and the County of Morris are carried as additional insured for the purposes of the Contract, and shall include I.S.O. endorsement CG 20 10 07 04 or your insurance company’s equivalent form.
f. This insurance does not cover any tools owned by mechanics, and tools, equipment, scaffolding, staging, towers and forms owned or rented by the Contractor, or any temporary buildings or other structures erected for the use of the Contractors. The Contractors shall be responsible for all loss of materials by theft or vandalism, and malicious mischief.

g. All Certificates of Insurance shall state that the Morris County Park Commission and the County of Morris are carried as additional insured for the purposes of the Contract, and shall include I.S.O. endorsement CG 20 10 07 04 or your insurance company’s equivalent form.

1.11 - Indemnification and Hold Harmless Agreement
The Contractor/Vendor shall indemnify and hold harmless the Morris County Park Commission, the County of Morris, the Board of Chosen Freeholders, their Employees, Agents, and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys’ fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of the Contractor/Vendor’s work or the completed operations provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor/Vendor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Contractor/Vendor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the County of Morris, the Board of Chosen Freeholders, the Morris County Park Commission, their Employees, Agents and Servants by any employees of the Contractor/Vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Vendor under worker’s compensation acts, disability benefit acts or other employee benefit acts.

1.12 - Labor-Employment-Wage Hours and Discrimination
The Contractor shall familiarize himself and comply with all Federal, State and Municipal laws, by-laws, ordinances and other regulations which in any manner affect those engaged or employed in the work, the materials or equipment to be used or that in any way affect the conduct of the work or the equipment and/or materials to be furnished. No pleas of misunderstanding will be considered on account of ignorance thereof.
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS - Continued

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
CG 20100704

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

<table>
<thead>
<tr>
<th>Name of Additional Insured Person(s) Or Organization(s):</th>
<th>Locations of Covered Operations</th>
</tr>
</thead>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insured’s, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another Contractor or Subcontractor engaged in performing operations for a principal as a part of the same project.
AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

B. 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.

C. 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.

D. 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.

E. 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.
AFFIRMATIVE ACTION REQUIREMENTS - Continued

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

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

H. 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.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

J. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

(REVISED 4/10)
The Contractor and the Park Commission do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the “ACT”) (42 U.S.C. S12101 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 Park Commission 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 Park Commission in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Park Commission, 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 Park Commission grievance procedure, the Contractor agrees to abide by any decision of the Park Commission which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Park Commission or if the Park Commission 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 Park Commission 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 proceedings is brought against the Park Commission or any of its agents, servants, and employees, the Park Commission shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Park Commission or its representatives.

It is expressly agreed and understood that any approval by the Park Commission 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 Park Commission pursuant to this paragraph.

It is further agreed and understood that the Park Commission 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 Park Commission from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.
THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT
P.L. 1999, C. 238

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor’s bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor’s certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor’s responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

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

The law defines “public works projects” as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

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

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

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

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

Additional information is available by contacting:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor
P.O. Box 389
Trenton, New Jersey 08625-0389
Telephone 609-292-9464
Fax 609-633-8591
Website: www.nj.gov/labor/lsse/lspubcon.html
Email: contreg@dol.state.nj.us
BID FORM FOR MECHANICAL SERVICES

DATE:

Proposal of (hereinafter called, "Bidder"), a corporation of the State of ________________________, partnership, an individual doing business as _________________________________. (Delete inapplicable designations above.)

To the Morris County Park Commission, County of Morris, State of New Jersey (hereinafter called, "Owner")

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for MECHANICAL SERVICES, having examined the Contract Documents, and being familiar with all of the conditions surrounding the required services hereby proposes to complete said services in accordance with the Contract Documents, within the time set forth herein at the hourly rates stated.

Bidder agrees to furnish, deliver and apply in accordance with the contract documents, the following:

1. SCOPE OF WORK

It is the intent of the Contract Documents to establish the minimum requirements for a single mechanical contractor, licensed by the State of New Jersey, to perform such needed mechanical services at Mennen Arena on an hourly basis on behalf of the Morris County Park Commission as may be required during the contract period.
BID FORM FOR MECHANICAL SERVICES – Continued

PRICE INFORMATION SHEET

Bidders must here indicate their applicable hourly rate(s) and mark-up on parts, equipment and third party services:

<table>
<thead>
<tr>
<th>“HOURLY RATE”</th>
<th>Refrigeration Mechanic</th>
<th>“WEIGHTING” FACTOR</th>
<th>“WEIGHTED” VALUES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Monday - Friday 8 AM - 5 PM</td>
<td>$__________________ /hr.</td>
<td>x 0.65</td>
</tr>
<tr>
<td></td>
<td></td>
<td>__________________________ Dollars</td>
<td>=</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dollar in Words</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>“HOURLY RATE”</th>
<th>Refrigeration Mechanic</th>
<th>“WEIGHTING” FACTOR</th>
<th>“WEIGHTED” VALUES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Monday - Friday 5 PM - 8 AM and Saturday, Sunday Holidays</td>
<td>$__________________ /hr.</td>
<td>x 0.05</td>
</tr>
<tr>
<td></td>
<td></td>
<td>__________________________ Dollars</td>
<td>=</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dollar in Words</td>
<td></td>
</tr>
</tbody>
</table>

Mark-up on Parts, Equipment & Third Party Services (Estimated annual cost of $40,000.00)

1. Parts __________________ %
2. Equipment __________________ %
3. Third Party Services __________________ %

Total of 1, 2, 3: __________ %

\[
\frac{\text{Parts} + \text{Equipment} + \text{Third Party Services}}{3} \times 0.30 \times \$5.00 = C \quad \text{(Weighted Value)}
\]

Enter value in C

C. $__________

**BASIS OF AWARD **

**SUM OF WEIGHTED VALUES**

D. $__________

For purposes of these Contract Documents “mark-up” means the amount by which the Bidder increases the price of parts, equipment and third party services above cost.

** For purposes of evaluating the bids, an assumed distribution of work is based upon 65% for HOURLY RATE (normal working day Monday-Friday 8:00 A.M. - 5:00 P.M.); 5% for HOURLY OVERTIME RATE (everything in excess of the normal working day Monday – Friday 5:00 P.M. – 8:00 A.m. Saturday, Sunday and Holidays); and 30% for mark-up on Parts, Equipment and Third Party Services. Bidders should submit their hourly rates. However, the bid award will be made by adding the weighted dollar values calculated results in “Box A”, “Box B” and “Box C” and placing the total “Sum of Weighted Values” in Box D. **The lowest rate proposed in Box D will be used for determining the lowest bid price. (REFER TO SAMPLE BID FORM ON PAGE 20A).**

It is estimated, based on historical data, that 325 hours of refrigeration maintenance are anticipated for one year and approximately $40,000.00 of parts, equipment and third party services (based upon a three year average). However, since the Morris County Park Commission cannot predict the number of hours of maintenance services needed during the course of this contract, it makes no representations nor guarantees regarding minimum or maximum hours during the term of this contract.
**SAMPLE BID FORM/PROPOSAL**

**FOR**

**MAINTENANCE SERVICES FOR**

**MECHANICAL EQUIPMENT AT MENNEN SPORTS ARENA**

*(FOR SAMPLE PURPOSES ONLY)*

<table>
<thead>
<tr>
<th>“HOURLY RATE”</th>
<th>$ 50.00 /hr.</th>
<th>x 0.65</th>
<th>A.</th>
<th>$ 32.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refrigeration Mechanic</td>
<td>$ 50.00 /hr.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday - Friday</td>
<td>$ 75.00 /hr.</td>
<td>x 0.05</td>
<td>B.</td>
<td>$ 3.75</td>
</tr>
<tr>
<td>8 AM - 5 PM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>“HOURLY RATE”</td>
<td>$ 75.00 /hr.</td>
<td>x 0.05</td>
<td>B.</td>
<td>$ 3.75</td>
</tr>
<tr>
<td>Refrigeration Mechanic</td>
<td>$ 75.00 /hr.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday - Friday</td>
<td>$ 75.00 /hr.</td>
<td>x 0.05</td>
<td>B.</td>
<td>$ 3.75</td>
</tr>
<tr>
<td>5 PM - 8 AM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday, Sunday, Holidays</td>
<td>$ 75.00 /hr.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Mark-up on Parts, Equipment & Third Party Services**

1. Parts 20%
2. Equipment 15%
3. Third Party Services 10%

Total of 1, 2, 3: 45%

($\frac{\text{Parts} + \text{Equipment} + \text{Third Party Services}}{3} \times 0.10 \times \$5.00 = C$ (Weighted Value))

**SUM OF WEIGHTED VALUES** (A + B + C = D)

<table>
<thead>
<tr>
<th><strong>BASIS OF AWARD</strong></th>
<th><strong>SUM OF WEIGHTED VALUES” (A + B + C = D)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>D. $ 58.75</td>
</tr>
</tbody>
</table>

This page is for sample purposes only. Bid form on page 20 to be submitted with bid.
The Bid Security attached is in the sum of $________ and is to become the property of the Morris County Park Commission in the event the Contract and Insurance Certificate are not executed within the bid documents.

We propose the above rates shall be in effect for an initial twelve (12) consecutive month (one year) term, commencing on February 1, 2012, and at the sole discretion of the Park Commission, an additional twelve (12) consecutive month (one year) renewal term subject to the certification of the availability and appropriation of funds to meet the obligation of the renewal term.

ATTEST: Respectfully submitted,

By______________________________

(Seal) if Bidder is a corporation

(Address)
BID FORM/PROPOSAL (Continued)
BID FORM FOR HVAC/REFRIGERATION SERVICE REPAIRS AND INSTALLATIONS

CORPORATION BIDDING

Name of Corporation
___________________________

Address
___________________________

Telephone Number
___________________________

Fax Number
___________________________

Email Address
___________________________

By: ____________________________ (Signature) Witness
________________________________________ (Authorized Signature)

or

INDIVIDUAL OR PARTNERSHIP
BIDDING

Name of Individual or Partnership
___________________________

Address
___________________________

Telephone Number
___________________________

Fax Number
___________________________

Email Address
___________________________

By: ____________________________ (Signature) Witness
________________________________________ (Authorized Signature)
BID BOND

Know all men by these presents, that we, the undersigned, ________________________________, as Principal, and ________________________________, as Surety, are hereby held and firmly bound unto the MORRIS COUNTY PARK COMMISSION, as OWNER in the penal sum of $___________________ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed this __________ day of ________________________, 2011. The Condition of the above obligation is such that whereas the Principal has submitted to the Morris County Park Commission a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for Mechanical Services.

NOW, THEREFORE,

a) If said BID shall be rejected, or

b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID), and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BOND, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extensions.
BID BOND (Continued)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_________________________(L.S.)
Principal

_________________________(L.S.)
Surety

By____________________________

If the Contractor (Principal) is a partnership, the Bond must be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the Bond should be signed in its correct corporate name by a duly authorized officer, agent, or Attorney-in-Fact.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the Contract.

IMPORTANT: THE SURETY COMPANY EXECUTING THIS BOND MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF NEW JERSEY.
OWNERSHIP DISCLOSURE STATEMENT

In accordance with N.J.S.A. 52:25-24.1, corporate and partnership bidders must submit a statement setting forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 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 names and addresses of stockholders holding 10% or more of that corporation's stock, or of the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

Check one of the following three boxes

☐ Partnership  ☐ Corporation  ☐ Sole Proprietorship  AND

Check one of the following boxes OR complete Section I and/or II below:

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the bidding corporation.

☐ I certify that no one partner owns 10% or more interest in the bidding partnership.

I. ORIGINAL BIDDING CORPORATION OR PARTNERSHIP

Name of 10% Stockholder or Partner  Address

__________________________________________________________

__________________________________________________________

II. IF CORPORATIONS OR PARTNERSHIPS ARE LISTED IN “I” ABOVE, LIST NAMES OF STOCKHOLDERS OR PARTNERS IN THAT CORPORATION OR PARTNERSHIP BELOW

Name of 10% Stockholder or Partner  Address

__________________________________________________________

__________________________________________________________

III. ALL BIDDERS MUST SIGN BELOW

__________________________________________________________

(Signature)  (Revised 3/10)
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY) ) SS.
COUNTY OF )

I, _________________________________, in the County of __________, of the City of __________________, of full age, being duly sworn according to law on my oath depose and say that:

I am __________________________________________ of the firm of ______________________________ the bidder making the Proposal for the above-named contract, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Park Commission relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established or selling agencies maintained by

______________________________
(Name of Contractor)

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

Subscribed and sworn to before me this __________
day of _________________, 20 __.

(Also type or print name of affiant under signature)

___________________________________________
Notary Public of ______________________________
My commission expires __________, 20 __.
## EXPERIENCE WORK SHEETS/STATEMENT OF FINANCIAL RESPONSIBILITY

1. Previous work of similar nature completed within the past five years. (List three)

<table>
<thead>
<tr>
<th>A. Owner</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Address of Owner</td>
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<td>Type of Work</td>
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<tr>
<td>Contract Price $</td>
<td>Extra Work Required $</td>
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<tr>
<td>Approximate Date of Contract</td>
<td>Approximate Date of Award Completion</td>
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<tr>
<td>Name, Address and Telephone Number of Owner's Engineer or Superintendent:</td>
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<tr>
<th>B. Owner</th>
<th>Phone No.</th>
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<th>C. Owner</th>
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</tr>
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<td>Name, Address and Telephone Number of Owner's Engineer or Superintendent:</td>
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</tbody>
</table>
2. Total approximate volume of work of similar nature completed within the past five years
$________________________.

3. Number of years in operation ________________________.

4. List of equipment required for this job, which you now own:

______________________________

______________________________

______________________________

5. General Business Reference (list two or three)

<table>
<thead>
<tr>
<th>Name</th>
<th>Occupation</th>
<th>Business Address</th>
<th>Telephone Number</th>
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6. Bank Reference

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<th>Name</th>
<th>Address</th>
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7. Corporate Surety: Name_____________________________

Address__________________________________________

Telephone Number__________________________________
EXPERIENCE WORK SHEETS/STATEMENT OF FINANCIAL RESPONSIBILITY (Continued)

8. Insurance Company

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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9. Financial statement (copy to be provided to Owner, upon request, after bids are received).

The ________________________________ certifies that the above statements and requested information are true in fact.

_____________________________________
Name of Company

WITNESS:

______________________________
Authorized Signature

______________________________
Name

______________________________
Date

______________________________
Title

______________________________
Date
IDENTIFICATION OF SUBCONTRACTORS

In accordance with N.J.S.A. 40A:11-16, Bidders must identify all subcontractors, except suppliers, with whom they propose to contract for the hereindescribed project. The subcontractors listed herein must actually be used for the work.

For subcontracted trades requiring licenses or permits, Bidders must provide license and/or permit numbers, expiration dates and copies of the documents. If a Bidder intends to perform any portions of the work involving a licensed/permitted trade, he must list himself as the applicable subcontractor and provide the above specified information. Failure to provide any of the foregoing information may result in rejection of the Bid. Attach additional sheets if necessary.

| Subcontractor Name: | | |
|---------------------|------------------|
| Address:            |                   |
| Nature of Work:     |                   |
| Trade:              |                   |
| License/Permit:     |                   |

| Subcontractor Name: | | |
|---------------------|------------------|
| Address:            |                   |
| Nature of Work:     |                   |
| Trade:              |                   |
| License/Permit:     |                   |

| Subcontractor Name: | | |
|---------------------|------------------|
| Address:            |                   |
| Nature of Work:     |                   |
| Trade:              |                   |
| License/Permit:     |                   |

| Subcontractor Name: | | |
|---------------------|------------------|
| Address:            |                   |
| Nature of Work:     |                   |
| Trade:              |                   |
| License/Permit:     |                   |

BIDDER QUESTIONNAIRE
1. Name of contracting firm, address and phone number:

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________

2. Names and addresses of all officers of the corporation, or all persons interested in the foregoing bid as principals:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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3. Has any member of the firm, or officer of the corporation been in bankruptcy? ___________

   If yes, give particulars.

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________

4. Has any member of the firm, or officer of the corporation, been an officer in a corporation which has been in bankruptcy? _________________

   If yes, give particulars.

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________
BIDDER QUESTIONNAIRE (Continued)

5. Has your firm or corporation ever defaulted or been declared in default on any contract? ______
   If yes, give particulars.

6. List equipment owned by your organization which is available for immediate use on this project.

7. Number of permanent employees in your organization:
   Supervisory ______
   Labor ______
   Operators ______

8. How many additional employees are contemplated for this work?
   ______

9. Provide summary of individual qualifications and apprentice experience of persons proposed to work
   on this contract as refrigeration mechanics, plumbers and electricians.

10. How many years experience do you have servicing Dunham/Bush rotary screw package chillers?
    ______


AFFIRMATIVE ACTION ASSURANCE FORM

During the performance of this contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27, regarding affirmative action and the regulations promulgated thereunder as set forth in the bid/proposal documents.

I. FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS, the contractor to whom the Contract is awarded is required to submit to the Park Commission, prior to or at the time the contract is submitted for signing by the Park Commission (in accordance with N.J.A.C. 17:27-3.3(a) promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq.), 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) consisting of forms provided by the Affirmative Action Office and completed by the Contractor in accordance with N.J.A.C. 17:27-4.

PLEASE INDICATE WHICH COMPLIANCE DOCUMENTATION YOU WILL PROVIDE IN THE EVENT THE CONTRACT IS AWARDED TO YOUR FIRM:

___ Evidence that an existing federally approved or sanctioned affirmative action program is in effect.
___ A certificate of employee information report approval, Certificate No. _____________________.
   (The certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division of Public Contracts Equal Employment Opportunity Compliance. Another Form AA-302 will not be accepted. If Certificate has expired, vendor must apply directly to the Division for a Renewal Form AA-302.)
___ An initial Employee Information Report completed by the Contractor in accordance with N.J.A.C. 17:27-4. Blank forms are available from the Affirmative Action Office, in the New Jersey Department of Treasury, or at the Park Commission’s Administration Building. (Do not complete another Form AA-302 if you already have above certificate)

II. FOR CONSTRUCTION CONTRACTS WHICH ARE NOT SUBJECT TO A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM, no later than three (3) days after signing a construction contract, the Contractor is required to submit to the Park Commission and the Affirmative Action Office an Initial Project Workforce Report (Form AA-201) consisting of forms provided by the Affirmative Action Office and completed by the Contractor in accordance with N.J.A.C. 17:27-7.

III. FOR ALL CONTRACTS. PLEASE ACKNOWLEDGE RECEIPT OF THE AFFIRMATIVE ACTION REQUIREMENTS BY SIGNING BELOW.

Firm Name _______________________________________
Name of Representative ______________________________________
Signature ______________________________________
Title ______________________________________
Date ______________________________________

IV. FOR ADDITIONAL INFORMATION GO TO: www.state.nj.us/treasury/contract_compliance
AGREEMENT

THIS AGREEMENT made this __________ day of __________________ 20

BETWEEN

THE COUNTY PARK COMMISSION OF THE COUNTY OF MORRIS, a Commission within the State of New Jersey,

AND

a corporation of the State of __________________________,  

WITNESSETH: WITNESSETH: That the parties hereto, for the consideration set forth herein, receipt whereof is hereby acknowledged, and the mutual covenants and agreements hereinafter contained, do hereby agree to and with each other as follows:

That the Morris County Park Commission agrees:

1. To pay to the Contractor as follows:

<table>
<thead>
<tr>
<th>“HOURLY RATE”</th>
<th>$ ___________________ /hr.</th>
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</thead>
<tbody>
<tr>
<td>Refrigeration Mechanic</td>
<td></td>
</tr>
<tr>
<td>Monday - Friday</td>
<td>_____________________ Dollars</td>
</tr>
<tr>
<td>8 AM - 5 PM</td>
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<td>Saturday, Sunday, Holidays</td>
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<th>Mark-up on Parts, Equipment, &amp; Third Party Services</th>
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<tbody>
<tr>
<td>1. Parts __________________%</td>
</tr>
<tr>
<td>2. Equipment __________________%</td>
</tr>
<tr>
<td>3. Third Party Services __________________%</td>
</tr>
</tbody>
</table>

when the work hereinafter mentioned is completed according to the Specifications hereto attached and designated as:

CONTRACT NO. 24-12
MAINTENANCE SERVICES

The Contractor agrees:

1. To furnish all equipment, material and labor for all work required to be done in strict accordance with the Contract Documents entitled:

CONTRACT NO. 24-12
MAINTENANCE SERVICES

for the proposed hourly rates and mark-up on parts and equipment set forth above.
AGREEMENT (Continued)

2. The contractor shall comply with the requirements of Prevailing Wage Acts P.L. 1963, C150 as amended; and the regulations promulgated thereunder.

Wage rates as determined by the Commissioner of the N.J. Department of Labor and Industry are on file at the office of the Park Commission Engineer and copies will be furnished upon request.

3. To carry compensation, public liability insurance, and automobile liability coverage, and save harmless the Party of the First Part and the County of Morris from any and all liability from personal injury or property damage sustained by anyone resulting from the performance of the contract, as contained in the specifications.

4. During the performance of this contract, the Contractor agrees to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, regarding affirmative action and the regulations promulgated thereunder as set forth in the General Conditions.

5. Compliance with the Davis-Bacon Act, 40 U.S.C.A. 27a et seq., and N.J.S.A. Title 34:11-56.25 et seq. as amended relating to payment of wages not less than those prevailing for similar work in the local area.

6. The Contractor/Vendor shall indemnify and hold harmless the Morris County Park Commission and the County of Morris, their employees, agents, and servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys’ fees or other expenses or liabilities including the investigation and defense of any claims), arising out of or resulting from the performance of the Contractor/Vendor’s work or the completed operations provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor/Vendor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Contractor/Vendor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the Morris County Park Commission and the County of Morris, their employees, agents and servants by any employees of the Contractor/Vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Vendor under worker’s compensation acts, disability benefit acts or other employee benefit acts.

4. The term of the contract shall be for an initial twelve (12 consecutive month (one year) term, commencing on February 1, 2012, subject to an additional twelve (12) consecutive month (one year) renewal term at the same rates and on the same terms and conditions, at the sole discretion of the Park Commission and subject to the certification of the availability and appropriation of funds to meet the obligation for the renewal term.

8. The contractor shall not add any surcharges, beyond the original bid price, to their invoices for energy related expenses including, but not limited to, gasoline, diesel fuel, etc.

9. All the bid documents, specifications, instructions to bidders, requirements and general provisions are incorporated in full by reference into the Agreement

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IT IS MUTUALLY AGREED THAT:

1. The provisions of the N.J.S.A. 34:11-56 are incorporated herein, made a part hereof, as if fully set forth.

2. The Contractor shall not be liable for failure to perform if prevented by strike, lockout, fire, Act of God, or any cause beyond its control, nor shall the Contractor be liable for any damage to the premises of the Party of the First Part unless caused by negligence of the Morris County Park Commission or its agents or employees.

3. Payment to be made hereunder shall be made upon certificate presented and certified by the Treasurer of the County Park Commission of the County of Morris.

4. The Contractor is solely responsible for the payment of wages consistent with current and any future revisions of prevailing wage rates as established by the New Jersey Department of Labor and Workforce Development during the term of the contract.

The Morris County Park Commission is solely responsible for payment to the Contractor at the hourly rates specified on the Bid Form/Proposal for Maintenance Services for Mechanical Equipment at Mennen Sports Arena in the contract documents and for which hourly rates shall be firm and shall not be subject to any future revisions in prevailing wage rates for the term of the contract.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their proper officers and caused their proper cooperate seals be hereto affixed, the day and year first abovementioned.

THE COUNTY PARK COMMISSION OF THE COUNTY OF MORRIS

By: 

President
John R. Sette

Executive Director
David Helmer

_________________ ATTEST:

Treasurer
Glenn Roe

NAME OF FIRM

_________________ ATTEST:

President

Secretary
SPECIFICATIONS

1. SCOPE OF WORK

It is the intent of these specifications to establish the minimum requirements for a single mechanical contractor, licensed by the State of New Jersey, to perform such needed refrigeration maintenance services at the William G. Mennen Sports Arena, a facility of the Morris County Park Commission, as may be required during the contract period.

The Contractor shall be responsible to respond on a twenty-four (24) hour, seven (7) day per week basis to the William G. Mennen Sports Arena.

The following is a list of the equipment that is encompassed by these Contract Documents:

1. One (1) McQuay H/V/AC rooftop package unit.
2. One (1) Carrier HVAC rooftop package unit.
3. One (1) Dunham/Bush TAPCX-500-00 packaged chiller - 240 tons
4. An assortment of various pump sizes from one (1) inch through ten (10) inches.
5. Miscellaneous refrigeration equipment located in the snack bar.
6. One (1) Evapco evaporator condenser.
7. Three (3) Trane Intellpak HVAC roof top package units.
8. Three (3) Concepts Design Inc. dehumidification roof top package units with auxiliary AC.
10. One (1) Berg chilling system.
    An assortment of various pumps, fans, coils
11. Mycom Reciprocating Chiller
12. Two (2) MYCOM P6WB Reciprocating Compressors (60 tons each compressor).
13. One (1) Munters dehumidification unit.
14. Two (2) GEA/FES Screw compressors 162 ton each.
15. One (1) Resner gas fired heating units.

The Contractor shall inspect the equipment, as specified above, two (2) times a year, once for the heating season (Winter) and once for the cooling season (Summer).

The Contractor shall instruct the Park Commission’s designated representative on system operation to provide maximum efficiency and furnish a completed copy of the service technician’s report indicating what repairs if any are necessary.

The Park Commission reserves the right to award separate contracts, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., for any mechanical equipment or replacement parts which cost $2,500.00 or more, if deemed to be in the best interests of the Park Commission.

The Park Commission will provide the normal maintenance of all equipment such as filter changes, oil and greasing of all motors, belts and minor adjustments, etc.

The Contractor shall improve or repair the equipment upon authorization at a labor rate per man hour:
1) Monday - Friday, 8:00 a.m. - 5:00 p.m.
2) Monday - Friday, 5:00 p.m. - 8:00 a.m.
   Saturday, Sunday and Holidays

The Contractor shall provide at least one certified refrigeration mechanic for any and all work.
2. **RESPONSE TIME**

The bidders must guarantee arrival at the Mennen Sports Arena within one (1) hour of being notified by a duly authorized representative of the Park Commission that there is an emergency, providing contract holder preferential service, irrespective of the time of day, weather conditions, etc. The bidders must also guarantee a minimum call back time of thirty (30) minutes from time they are contacted by a duly authorized representative of the Park Commission.

The Park Commission shall contact the Contractor by placing a telephone call to the Contractor’s pager number. It is the responsibility of the Contractor to ensure that a duly authorized representative of the Park Commission will be able to reach the Contractor on an open telephone line at any time.

3. **BUSINESS LOCATION**

The Contractor’s physical location, including office and storage facility, must be located within sufficient proximity of Morris County in order to assure proper response time as indicated above.

4. **BUSINESS EXPERIENCE**

The Contractor must have at least five (5) years of experience working on Dunham/Bush rotary screw package chillers. Berg chilling system-reciprocating chiller.

5. **EQUIPMENT SPECIFICATIONS**

Bidders must possess (own or lease) all equipment necessary to successfully perform all requirements of these specifications.

Bidders must attach to their bid, a listing of all major pieces of tools/equipment that will be used in the performance of the requirements of these specifications. **Failure to attach such a listing of tools/equipment will be cause for rejection of this bid.**
BIDDERS CHECKLIST

For your convenience, please check to see if you have completed and included the following items that are required with your Bid for this Contract:

☐ NON-COLLUSION AFFIDAVIT

☐ AFFIRMATIVE ACTION ASSURANCE FORM

☐ BID BOND OR CERTIFIED CHECK

☐ BID FORM/PROPOSAL

☐ OWNERSHIP DISCLOSURE STATEMENT

☐ IDENTIFICATION OF SUBCONTRACTORS

☐ EXPERIENCE WORK SHEETS/STATEMENT OF FINANCIAL RESPONSIBILITY

☐ BIDDER QUESTIONNAIRE

☐ EQUIPMENT LIST

☐ COPY OF CURRENT CFC CERTIFICATE

☐ COPY OF CURRENT HVAC TECHNICIAN CERTIFICATE

☐ STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

☐ THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE

THESE ITEMS MUST BE COMPLETED AND SUBMITTED
FAILURE TO DO SO MAY RESULT IN REJECTION OF BID