

# **Exhibit B**

# **Township of South Orange Village**

## **Indoor Air Quality Program**

for

Township of South Orange Village  
Police Department Headquarters  
201 South Orange Avenue  
South Orange, NJ 07079

## **Policy and Administration**

This notice is to inform employees that our agency complies with the Public Employees Occupational Safety and Health (PEOSH) Program, Indoor Air Quality (IAQ) Standard (N.J.A.C. 12:100-13)(2007), which was proposed on December 18, 2006 and adopted on May 21, 2007.

We recognize that good indoor air quality is essential to employee's health and productivity. We have established the following policies to promote good indoor air quality for employees in our buildings. These policies follow the requirements established by the PEOSH IAQ Standard as it applies to our workplace. This Written Indoor Air Quality Program applies to the following buildings/locations:

**South Orange Police Department Headquarters  
201 South Orange Avenue  
South Orange, NJ 07079**

## **Designated Person**

As required by the New Jersey PEOSH Indoor Air Quality Standard, a person has been designated as the person responsible for [*Employer*]'s compliance with the standard. This person is:

Barry R. Lewis, Jr., Village Administrator\* (973) 378-7715

\*Pending training and appointment of a qualified and trained employee

The designated person is the person who has been trained and given the responsibility by the Village to make routine visual inspections, oversee preventive maintenance programs, and maintain required records in order to ensure compliance with the IAQ Standard. The designated person is also assigned to receive employee concerns/complaints about indoor air quality, conduct investigations, facilitate repairs or further investigation as necessary, maintain required records, and update the written program annually.

## **Preventive Maintenance Schedule**

Preventive maintenance schedules that follow manufacturers' specifications are in place for heating, ventilation and air conditioning systems (HVAC) systems in this workplace. A copy of the preventive maintenance schedule is attached. Damaged and inoperable components will be repaired or replaced as appropriate and a work order to show actions taken will be completed.

### **Recordkeeping**

Documentation of preventive maintenance and repairs to the ventilation system are retained for at least 3 years and include the following information:

- Date that preventive maintenance or repair was performed
- Person or company performing the work
- Documentation of:
  - Checking and/or changing air filters
  - Checking and/or changing belts
  - Lubrication of equipment parts
  - Checking the functioning of motors
  - Confirming that equipment is in operating order
  - Checking for microbial growth in condensate pans or standing water

Documentation of preventive maintenance and work orders for repairs are maintained by the Engineering Department.

### **Indoor Air Quality Compliance Documents**

Our agency will make reasonable efforts to obtain and maintain copies of IAQ compliance documents. Available IAQ compliance documents will be maintained by the Designated Person and will be available to PEOSH during an inspection. These documents may include:

1. As-built construction documents
2. HVAC system commissioning reports
3. HVAC systems testing, adjusting, and balancing reports
4. Operations and maintenance manuals
5. Water treatment logs
6. Operator training materials

### **Investigating Complaints**

If employees begin to experience health symptoms that they believe are related to poor indoor air quality, they should notify the Designated Person so that their concerns can be investigated.

The Designated Person has been trained and given the authority to conduct basic indoor air quality complaint investigations. In many cases IAQ complaints can be resolved by the Designated Person.

### **Responding to Signed Employee Complaints to PEOSH**

If we receive a written notification from PEOSH that a signed employee complaint has been filed with PEOSH, we will conduct an inquiry into the allegations. The findings of

the initial inquiry and any planned actions will be provided in a written response to PEOSH within fifteen (15) working days of receipt. Copies of all responses to PEOSH will be maintained by the Designated Person.

### **Notification of Employees**

The Designated Person will notify employees at least 24 hours in advance, or promptly in emergency situations, of work to be performed on a building that may introduce air contaminants into their work area. This notification will be in writing and will identify the planned project and the start date. The notification will also include information on how to access Material Safety Data Sheets (MSDS) or other hazard information. The Designated Person will maintain records of this notification for compliance recordkeeping purposes.

### **Controlling Microbial Contamination**

Uncontrolled water intrusion into buildings (roof leaks, flooding, pipe condensation, plumbing leaks, or sewer backups) has the potential to support microbial growth. All employees should routinely observe their workplace for evidence of water intrusion (i.e. roof leaks, pipe leaks). Employees should notify the Designated Person immediately if they observe evidence of water intrusion so that corrective action can be taken. Ceiling tiles, carpet, and wall boards not dried within 48 hours may be removed as directed by the Designated Person.

### **Controlling Air Contaminants**

#### Outside air

The Designated Person will identify the location of outside air intakes and identify potential contamination sources nearby, such as loading docks or other areas where vehicles idle, nearby exhaust stacks, or vegetation. Periodic inspections will be conducted to ensure that the intakes remain clear of potential contaminants. If contamination occurs, the Designated Person will eliminate the contaminant source or make arrangements to relocate the intake.

#### Point Source Contaminants

The Designated Person will identify point sources of contaminants and arrange to capture and exhaust these sources from the building using local exhaust ventilation. Exhaust fans will be periodically inspected to ensure that they are functioning properly and exhausting to areas located away from outside air intakes.

## **Response to Temperature and Carbon Dioxide**

### Temperature

Where a mechanical ventilation system capable of regulating temperature is present, facilities personnel strive to maintain office building temperatures within the range of 68 to 79 degrees Fahrenheit. If outside this range, the Designated Person should be contacted. The Designated Person will ascertain whether the HVAC system is operating properly. If not, the system must be repaired. The IAQ Standard does not require the installation of new HVAC equipment to achieve this temperature range.

### Carbon Dioxide

If the room is equipped with non-mechanical ventilation systems such as operable windows, stacks, louvers, the Designated Person should ensure that these areas are clear and operable to allow the flow of air. If carbon dioxide (CO<sub>2</sub>) concentrations exceed 1,000 parts per million (ppm), and the room is not equipped with operable windows, the Designated Person will conduct an inspection to ensure that the mechanical HVAC system is operating properly.

## **Maintaining Indoor Air Quality During Renovation and Construction Projects**

Renovation work and/or new construction projects that have the potential to result in the diffusion of dust, stone and other small particles, toxic gases or other potentially harmful substances into occupied areas in quantities hazardous to health will be controlled in order to minimize employee exposure. The Designated Person will utilize the following protocol to assure that employees' exposure to potentially harmful substances is minimized:

- Obtain MSDS for all products to be utilized on the project and maintain on-site throughout the duration of the project.
- Choose the least toxic product that is technically and economically feasible.
- Consider performing the renovation/construction project when building is least occupied.
- Consider temporarily relocating employees to an alternate worksite.
- Notify potentially affected employees, in writing, at least 24 hours prior to commencement of chemical use or dust generation.
- Isolate the work area from occupied areas.
- Use mechanical ventilation and local exhaust ventilation to maintain a negative pressure gradient between the work area and occupied areas.

Before selection and use of paints, adhesives, sealants, solvents or installation of insulation, particle board, plywood, floor coverings, carpet backing, textiles, or other

materials in the course of renovation or construction, the designated person will check product labels or seek and obtain information from the manufacturer of those products on whether or not they contain volatile organic compounds such as solvents, formaldehyde or isocyanates that could be emitted during regular use. This information should be used to select the least volatile/hazardous products and to determine if additional necessary measures need to be taken to comply with the objectives of this section. The Designated Person will maintain records of this evaluation for compliance recordkeeping purposes.

Management and the Designated Person will consider the feasibility of conducting renovation/construction work using appropriate barriers, during periods when the building is unoccupied, or temporarily relocating potentially affected employees to areas of the building that will not be impacted by the project.

Temporary barriers will be utilized to provide a physical isolation between the construction area and occupied areas of the building.

Mechanical ventilation (i.e. fans, portable blowers, or existing HVAC equipment) will be used to maintain a negative pressure gradient between the work area and occupied areas to ensure the safety of employees. Renovation areas in occupied buildings will be isolated and dust and debris shall be confined to the renovation or construction area.

If work is being performed by an outside contractor, the Designated Person will maintain communication with contractor personnel to ensure they comply with the requirements of the PEOSH IAQ standard.

Employees who have special concerns about potential exposures during or after renovation/construction/repair work should consult with their supervisor. If despite these preventive actions, employees are exposed to air contaminants resulting in health effects, employees will be instructed to report any work-related health symptoms to one person (e.g., the nurse, human resources, designated person) so that they can be accurately assessed and investigated when indicated. All exposures should also be reported to their supervisor and the designated person.

#### **Obtaining Permits and Performing Work in Accordance with the New Jersey Uniform Construction Code (N.J.A.C. 5:23)**

Permits for renovation and construction-related work will be obtained as required by the New Jersey Uniform Construction Code (NJUCC), (N.J.A.C. 5:23). All work requiring a permit will be performed in compliance with N.J.A.C. 5:23. Additional information concerning the NJUCC can be obtained from the NJ Department of Community Affairs, Division of Codes and Standards ([www.state.nj.us/dca/codes](http://www.state.nj.us/dca/codes), 609-984-7609)

#### **Maintaining Natural Ventilation in Buildings without Mechanical Ventilation**

In buildings not equipped with mechanical ventilation, the Designated Person will identify the location of non-mechanical ventilation systems, such as stacks and operable

windows. Periodic inspections will be conducted to ensure that these systems are operable and the surrounding areas remain clear of obstructions and potential contaminants.

**Employee Responsibilities**

Employees have a role in maintaining good indoor air quality within their workplace. Employees should ensure that they do not introduce unauthorized chemicals (i.e. fragrances, air fresheners, cleaning solvents, ozone generators) into the workplace. In addition, if employees observe situations which may lead to poor indoor air quality(i.e. inoperable windows, water leaks, visible mold) they should notify

Barry R. Lewis, Jr., Village Administrator at (973) 378-7715 of the situation so that it can be addressed promptly.

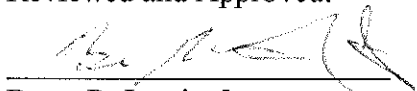
Employees are responsible for maintaining mechanical and passive ventilation systems by ensuring that louvers and diffusers remain clear to allow the free flow of air. Intentionally blocking, diverting, or otherwise manipulating components (i.e. thermostat,) of the ventilation system may result in disruption of the ventilation system in the immediate area or other occupied areas of the building.

**Periodic Review and Update**

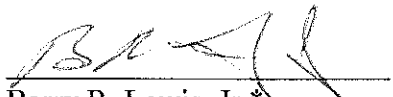
The Written Indoor Air Quality Program will be updated at least annually to reflect changes in policies, procedures, responsibilities, and contact information. This plan will be reviewed prior to September 18, 2015.

**Certifications:**

Reviewed and Approved:

  
Barry R. Lewis, Jr.  
Village Administrator

9/19/14  
[Date]

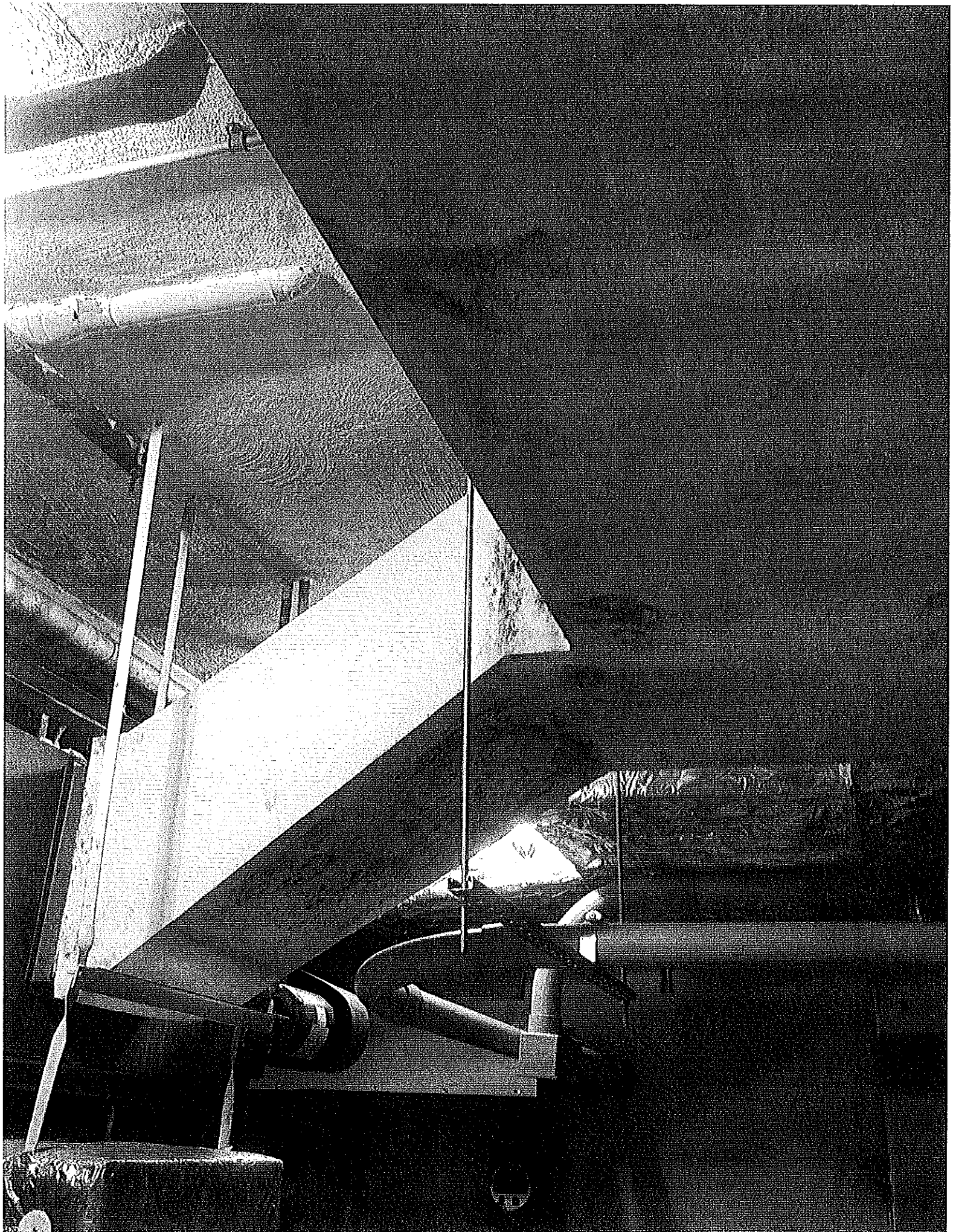
  
Barry R. Lewis, Jr.\*  
Designated Person

9/19/14  
[Date]

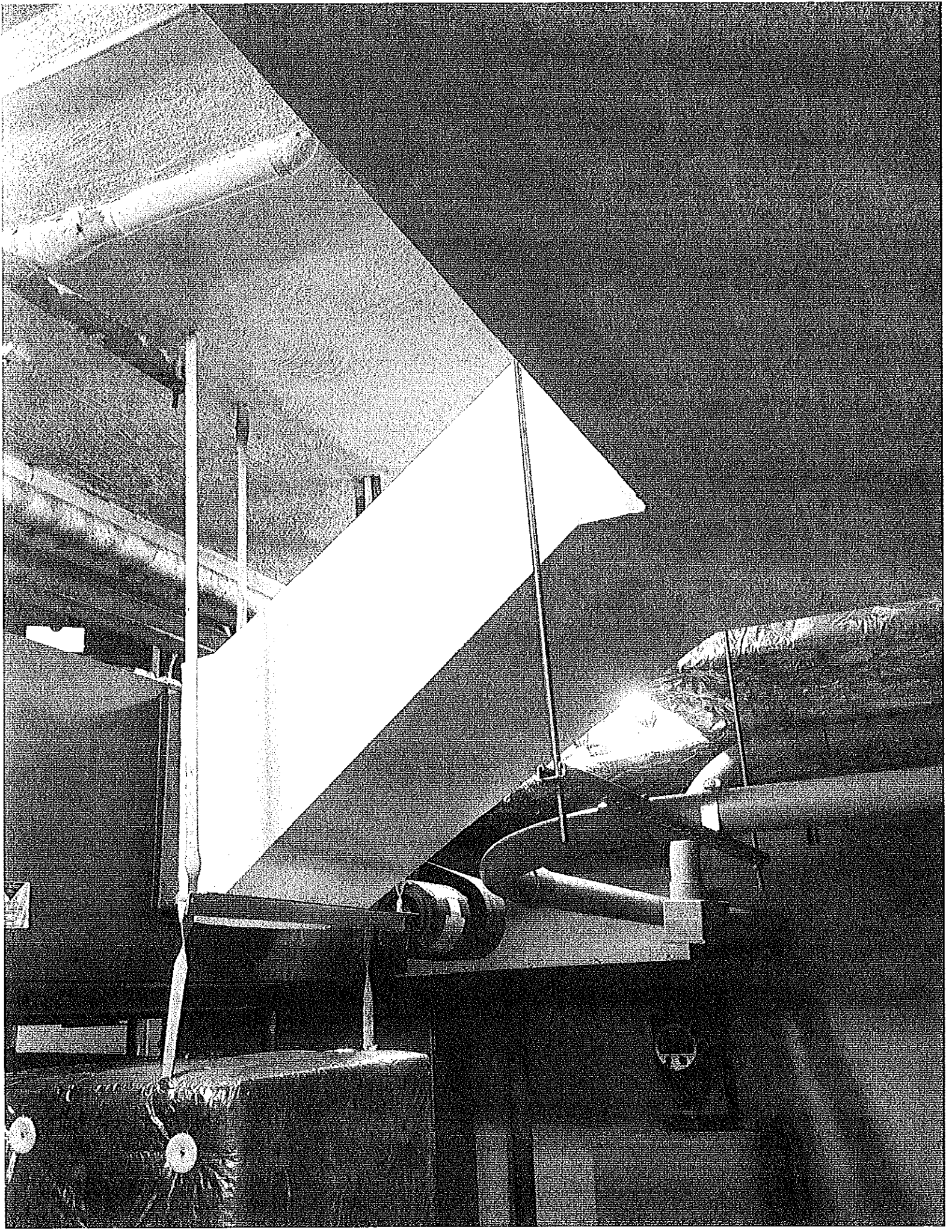
\*Pending training and appointment of a qualified and trained employee

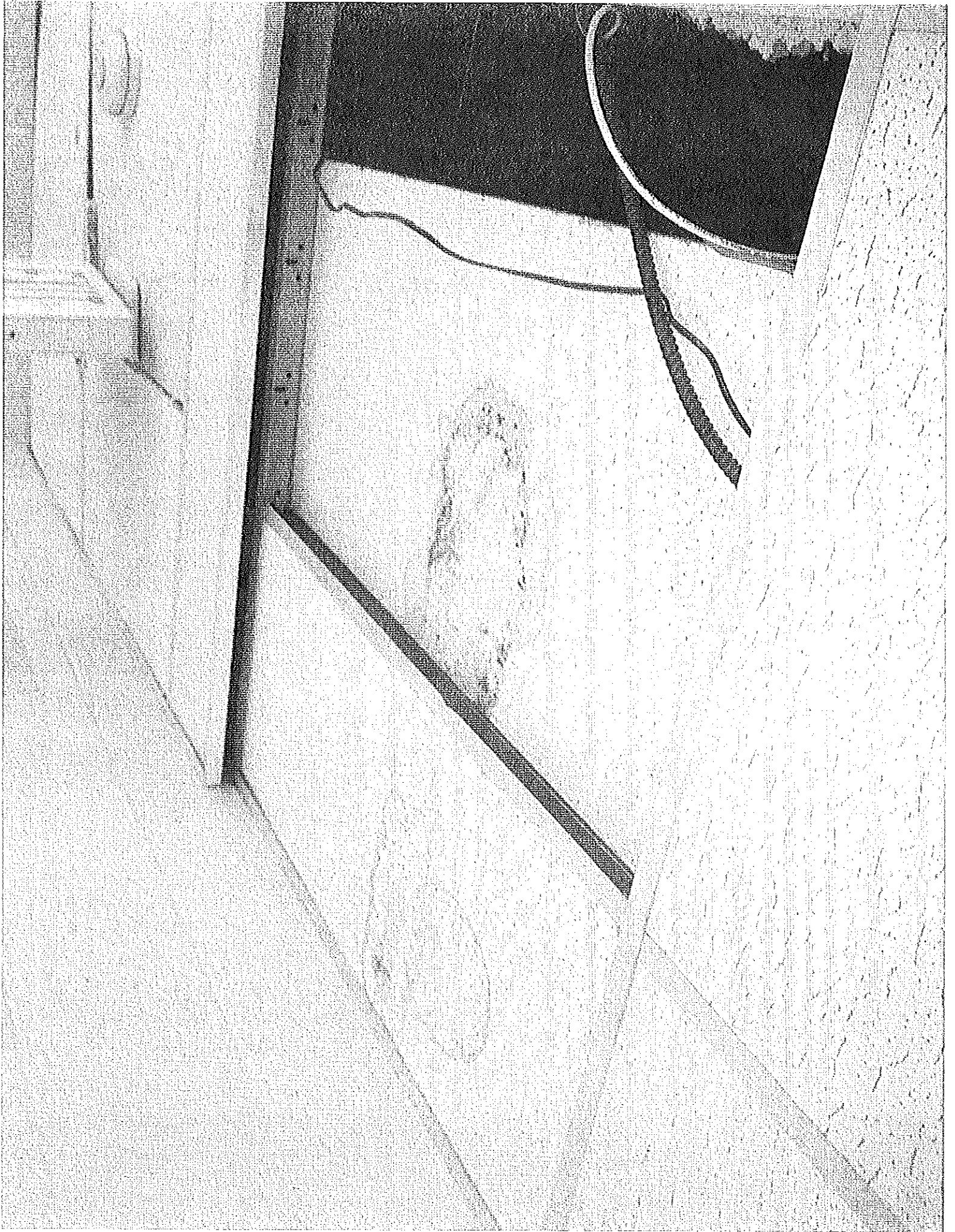


# Exhibit C









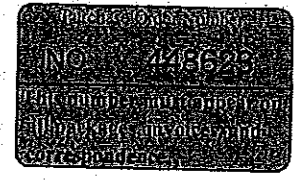




**TOWNSHIP OF SOUTH ORANGE VILLAGE**

**PURCHASE ORDER**

VILLAGE HALL  
101 SOUTH ORANGE AVENUE  
SOUTH ORANGE, N.J. 07079



**VOUCHER MUST BE RETURNED FOR PAYMENT**

Ship to: SOUTH ORANGE POLICE DEPARTMENT  
POLICE DIRECTOR  
201 SOUTH ORANGE AVENUE  
SOUTH ORANGE, NJ 07079  
FOB DESTINATION FREIGHT PREPAID & CHARGED BACK

Vendor: RAMAS CLIMATE & REFRIGERATION  
208 EAST CEDAR ST  
LIVINGSTON, NJ 07039

PAYMENT RECORD	
CHECK DATE	CHECK NO

Account 01-2010-00-1212-490 BUDGET -- POLICE O/E -- BUILDING MAINTENANCE

Vendor Code 8633 Date of Order 09/18/14 Requisition # 0

Quantity	Unit	Description of Materials or Service	Unit Price	Extended
1.0000		ESTIMATE #596 AIR DUCT REINSULATION	159.830	159.83

**Purchase Order Total: 159.83**  
THIS ORDER IS TAX EXEMPT PER NJSA  
54:32B-9(a)(1) TAX EXEMPT ID NO. 22-600-2309

Proof of Business Registration Certificate is Mandatory. P.L. 2004 57. Pursuant to NJSA 2A:30A2 the TSOV has an ADR policy.

<b>CLAIMANT'S CERTIFICATION</b>		<b>OFFICER'S OR EMPLOYEE'S CERTIFICATION</b>		<b>VOUCHER MUST BE SUBMITTED TO THE VILLAGE TREASURER ON OR BEFORE THE 15th DAY OF THE MONTH FOR PAYMENT</b>	
I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS, THAT THE ARTICLES HAVE BEEN FURNISHED OR SERVICES RENDERED AS STATED THEREIN, THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITH THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM, THAT THE AMOUNT THEREIN STATED IS JUSTLY DUE AND OWING, AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.		HAVING KNOWLEDGE OF THE FACTS IN THE COURSE OF REGULAR PROCEDURES, I CERTIFY THAT THE MATERIALS AND SUPPLIES HAVE BEEN RECEIVED OR THE SERVICES RENDERED. SAID CERTIFICATION IS BASED ON DELIVERY SLIPS ACKNOWLEDGED BY A MUNICIPAL OFFICIAL OR EMPLOYEE OR OTHER REASONABLE PROCEDURES.		DEPARTMENT _____ ORDERED BY _____	
(X) _____ VENDOR SIGN HERE		_____ DEPARTMENT HEAD		PURCHASE ORDER APPROVED - PURCHASING AGENT	
OFFICIAL POSITION _____ DATE _____ <b>SIGN AND RETURN ONLY</b> <b>THIS ORIGINAL FOR PAYMENT</b>		<b>CERTIFICATION OF FUNDS AVAILABILITY</b> _____ FINANCE			

**VOUCHER COPY SIGN AND RETURN FOR PAYMENT**



208 East Cedar St.  
 Livingston, NJ 07039  
 office 973 994 1778  
 fax 973 994 2101  
 www.ramasclimate.com

# Estimate

Estimate #
596

Name / Address  
 Township of South Orange  
 Attn.: Salvatore Renda  
 201 South Orange Avenue  
 South Orange, NJ 07079

Date 9/17/2014

Description	Qty	Rate	Total
<b>AIR DUCT REINSULATION AT THE POLICE DEPARTMENT</b>			
Fiberglass Insulation, roll	1	25.83	25.83T
Labor (mechanic) - will be billed up to estimated amount based on the actual usage	2	67.00	134.00T

Accepted by  
 ..... (name and title)  
 ..... signature ..... (date)

<b>Subtotal</b>	<b>\$159.83</b>
<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$159.83</b>

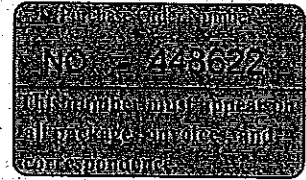
This quotation is firm for 30 days. Please call us if you would like to discuss it or have any questions.

Thank you for the opportunity of estimating!  
 NJ licence #13VH04893500

**TOWNSHIP OF SOUTH ORANGE VILLAGE**

VILLAGE HALL  
101 SOUTH ORANGE AVENUE  
SOUTH ORANGE, N.J. 07079

**PURCHASE ORDER**



**VOUCHER MUST BE RETURNED FOR PAYMENT**

3

**Ship to:** SOUTH ORANGE POLICE DEPARTMENT  
POLICE DIRECTOR  
201 SOUTH ORANGE AVENUE  
SOUTH ORANGE, NJ 07079  
FOB DESTINATION FREIGHT PREPAID & CHARGED BACK

**Vendor:** RAMAS CLIMATE & REFRIGERATION  
208 EAST CEDAR ST  
LIVINGSTON, NJ 07039

PAYMENT RECORD	
CHECK DATE	CHECK NO.

Account 01-2010-00-1212-490 BUDGET - POLICE O/E - BUILDING MAINTENANCE

Vendor Code 8633 Date of Order 09/18/14 Requisition # 0

Quantity	Unit	Description of Materials or Service	Unit Price	Extended
1.0000		ESTIMATE #595 - MOLD PROTECT & PREVENT	1,024.80	1,024.80

**Purchase Order Total: 1,024.80**  
THIS ORDER IS TAX EXEMPT PER NJSA  
54:32B-9(a)(1) TAX EXEMPT ID NO. 22-600-2309

POLICE OF BUILDING MAINTENANCE  
Order No. R-30

Proof of Business Registration Certificate is Mandatory. P.L. 2004-57 Pursuant to NJSA 2A:30A2 the TSOV has an ADR policy.

<p><b>CLAIMANT'S CERTIFICATION</b></p> <p>I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS; THAT THE ARTICLES HAVE BEEN FURNISHED OR SERVICES RENDERED AS STATED THEREIN; THAT NO BONDS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITH THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT THEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.</p> <p>(X) _____ VENDOR SIGN HERE</p> <p>OFFICIAL POSITION _____ DATE _____ <b>SIGN AND RETURN ONLY</b> <b>THIS ORIGINAL FOR PAYMENT</b></p>	<p><b>OFFICER'S OR EMPLOYEE'S CERTIFICATION</b></p> <p>HAVING KNOWLEDGE OF THE FACTS IN THE COURSE OF REGULAR PROCEDURES, I CERTIFY THAT THE MATERIALS AND SUPPLIES HAVE BEEN RECEIVED OR THE SERVICES RENDERED; SAID CERTIFICATION IS BASED ON DELIVERY SLIPS ACKNOWLEDGED BY A MUNICIPAL OFFICIAL OR EMPLOYEE OR OTHER REASONABLE PROCEDURES.</p> <p>_____ DEPARTMENT HEAD</p>	<p><b>VOUCHER MUST BE SUBMITTED TO THE VILLAGE TREASURER OR BEFORE HE IS PAID OF THE MONTH FOR PAYMENT</b></p> <p>_____ DEPARTMENT</p> <p>_____ ORDERED BY</p>
	<p><b>CERTIFICATION OF FUNDS AVAILABILITY</b></p> <p>_____ FINANCE</p>	<p>_____ PURCHASE ORDER APPROVED - PURCHASING AGENT</p>

**VOUCHER COPY - SIGN AT VENDOR AND RETURN FOR PAYMENT**



# ramas climate

208 East Cedar St.  
 Livingston, NJ 07039  
 office 973 994 1778  
 fax 973 994 2101  
 www.ramasclimate.com

## Estimate

Estimate #
595

Name / Address  
 Township of South Orange  
 Attn.: Salvatore Renda  
 201 South Orange Avenue  
 South Orange, NJ 07079

Date 9/17/2014

Description	Qty	Rate	Total
AIR DUCT MOLD PROTECTION AND PREVENTION SERVICE AT THE POLICE DEPARTMENT			
Mold Killing Primer, gal.	3	73.60	220.80T
Labor (2 men up to 6 hrs.) - will be billed up to estimated amount based on the actual usage	12	67.00	804.00T

Accepted by  
 ..... (name and title)  
 ..... signature ..... (date)

<b>Subtotal</b>	<b>\$1,024.80</b>
<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$1,024.80</b>

This quotation is firm for 30 days. Please call us if you would like to discuss it or have any questions.

Thank you for the opportunity of estimating!  
 NJ licence #13VH04893500

# **Exhibit D**

TOWNSHIP OF SOUTH ORANGE VILLAGE  
RESOLUTION AWARDING A CONTRACT TO  
RAMAS CLIMATE & REFRIGERATION, LLC FOR  
HVAC REPAIR AND MAINTENANCE SERVICES FOR THE  
2014 CALENDAR YEAR

WHEREAS, bid specifications were prepared for an HVAC Services Contract; and

WHEREAS, It is the recommendation of the Village Engineer to award the contract for the HVAC Services to Ramas Climate & Refrigeration, LLC., 208 East Cedar Street, Livingston, NJ 07039; and

WHEREAS, Ramas Climate & Refrigeration, LLC., Inc is considered a responsible bidder;

WHEREAS, bids were received for the price for all planned preventative maintenance (PPM) visits and for repairs based on various hourly rates for different levels of service from the following:

<u>FROM</u>	<u>PPM</u>
Ramas Climate & Refrigeration, LLC	\$8,864.00
GMR Facilities Management, Inc.	\$13,500.00
Blnsky & Snyder Service, LLC	\$29,885.00
MBT Contracting LLC	\$31,600.00
T.M. Brennan Contractors Inc.	\$44,400.00

and

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it does concur with the recommendation of the Village Engineer and hereby authorizes the HVAC Services contract to Ramas Climate & Refrigeration, LLC., 208 East Cedar Street, Livingston, NJ 07039 in accordance with the specifications upon which bids were received; and

BE IT FURTHER RESOLVED, by the Board of Trustees of the Township of South Orange Village that the Village President and Village Clerk are hereby authorized to execute the 2014 HVAC Services contract awarded to Ramas Climate & Refrigeration, LLC.

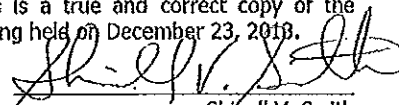
BE IT FURTHER RESOLVED, by the Board of Trustees of the Township of South Orange Village that the Village President and Village Clerk are hereby authorized to execute a contract for said services based upon the availability of funds in the 2014 operating budget.

# # #

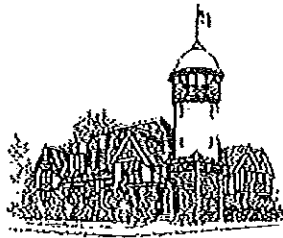
Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke			X			
Collum			X			
Davis Ford	X		X			
Levlson		X	X			
Rosner			X			
Schnall						X

CERTIFICATION

I, Shinnell V. Smith, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on December 23, 2013.

  
Shinnell V. Smith  
Acting Village Clerk

**TOWNSHIP OF SOUTH ORANGE VILLAGE**  
County of Essex, New Jersey



**Specifications and Contract Documents**  
for

**HVAC SERVICE CONTRACT –**  
January 1<sup>st</sup>, 2014 to December 31<sup>st</sup>, 2014

Prepared By:

Salvatore Renda, P.E.  
Village Hall, 101 South Orange Avenue  
South Orange, NJ 07079  
(973) 378-7706

Bids  
Date: Wednesday, November 13<sup>th</sup>, 2013  
Time: 10:30 AM (Prevailing Time)  
Place: Third Floor, Conference Room  
76 South Orange Avenue  
South Orange, New Jersey

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**NOTICE TO BIDDERS**

Sealed proposals will be received by the Township of South Orange Village, County of Essex, State of New Jersey, at 76 South Orange Avenue, South Orange, New Jersey 07079, Third Floor Conference Room, on **WEDNESDAY, NOVEMBER 13<sup>TH</sup>, 2013 at 10:30 a.m.** prevailing time or shortly thereafter, and at that time and place publicly opened and read for the **HVAC SERVICE CONTRACT – January 1<sup>st</sup>, 2014 to December 31<sup>st</sup>, 2014**, in South Orange, NJ. The Township of South Orange Village disclaims responsibility for late receipt of bids which are not submitted in person (i.e., mail, FedEx, etc.). Bids received after 10:30a.m. Wednesday, November 13<sup>th</sup>, 2013 will not be accepted. All bids submitted, either in person or by mail must have the sealed envelope clearly marked on the outside **"HVAC SERVICE CONTRACT – January 1<sup>st</sup>, to December 31<sup>st</sup>, 2014.**

The proposals are as follows:

**"HVAC SERVICE CONTRACT – January 1<sup>st</sup>, 2014 to December 31<sup>st</sup>, 2014."**

The Township of South Orange Village reserves the right to delete sections of the work from the Contract after the award of the bid has been made due to funding or other reasons. The prices bid for the various items of work shall not be adjusted due to the deflection of any work or due to the variation of any quantity for the various items scheduled in the Proposal.

Copies of the Proposal documents may be examined and/or obtained from the web site at: [www.southorange.org](http://www.southorange.org) or during regular business hours in the Clerk's Office, Village Hall, 101 South Orange Avenue, South Orange, NJ.

The Township of South Orange Village reserves the right to waive any informalties or irregularities in the bid received, and to reject any and/or all bids as in its judgment may best serve the interest of the Township. If the Contract is awarded to the Bidder, he will, within fourteen (14) days after the date of the Notice of Award, execute such Contract. The Township shall have a minimum of sixty (60) days from the receipt of bids to either accept or reject them.

Proposals for the contracts will be accepted only from Bidders who have been properly qualified in accordance with the requirements of the specifications.

The successful Bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964, and the requirements of P.O. 1975, c. 127.

Pursuant to P.L. 1999, c.238, all contractors must register with the State and provide a copy of the registration with the bid.

**PURSUANT TO P.L. 2004, C. 57, EFFECTIVE SEPTEMBER 1, 2004, THE SUCCESSFUL BIDDER SHALL ALSO BE REQUIRED TO COMPLY WITH THE PROVISION OF THE NEW BUSINESS REGISTRRTION LAW.**

BY ORDER of the Township of South Orange Village, Essex County, New Jersey.

Ellen Foye  
Village Purchasing Agent

**INFORMATION TO BIDDERS**

**IB.01 - CONTRACT PERIOD**

The Contract will be for THE 2014 CALENDAR YEAR from the date of NOTICE OF AWARD. The Village reserves the right to extend the period of the contract for up to (two) 1 year periods beyond the original contract period. The Contractor must agree to the extension.

**IB.02 - CONDITIONS**

It is the obligation of the Bidder/Contractor to make his/her own investigation of the Building conditions prior to submitting the proposal.

**IB.03 - QUOTATIONS AND BIDS**

The Township of South Orange Village is exempt from any local, state or federal sales use or excise tax.



**GENERAL INSTRUCTIONS TO BIDDERS**

**1. PREQUALIFICATION OF BIDDERS**

Prequalification of bidders will not be required but when requested, the bidder shall furnish satisfactory evidence of sufficient experience, financial ability, plant and equipment to perform the work.

**2. SUBMISSION OF BIDS**

- A. Sealed bids shall be received in accordance with public advertisement, as required by law; a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid is to be submitted on the proposal form attached, in a sealed envelope (1) addressed to the Purchasing Agent, (2) bearing the name and address of the bidder on the outside; and (3) clearly marked "BID" with the name of the item(s) being bid. Bids on forms other than herewith provided will be rejected.
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids will not be accepted after the designated time and date.
- D. The Township of South Orange Village reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

**3. BID GUARANTEE**

- A. REQUIRED FOR CONTRACT - YES \_\_\_\_\_ NO  X   
 Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price, but not in excess of \$20,000, payable to the Township of South Orange Village.
- B. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.
- C. If the successful bidder fails to enter into a contract within 14 days from the date of notification to do so, then the certified check or bid bonds deposited by him shall, at the option of the Township of South Orange Village, be retained as liquidated damages.

**4. PERFORMANCE BOND**

- A. (  ) Is required.
- B. (  ) Is not required.

**5. QUOTATIONS AND BIDS**

- A. The Township of South Orange is exempt from any local, state or federal sales, use or excise tax.
- B. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. After award of the contract and without invalidating the contract, the township of South Orange Village may order extra items or make changes by altering, adding to or deducting from the items, with the contract sum being adjusted accordingly. Materials and workmanship for additional items shall conform to that in the original specification. No extra items or changes shall be made unless in pursuance of a written order from the Purchasing Agent, and no claim for an addition or credit to the contract sum shall be valid unless so ordered.
- E. Insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contractor F.O.B. destination as designated by the Township of South Orange Village. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.
- F. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performance of the services required by these bid documents.
- G. The inability of any bidder to quote on all items listed in this solicitation will not preclude consideration of his bid.
- H. Bidders shall submit net prices with all discounts taken into consideration and total lump sum for all items they are eligible or interested in bidding

upon. Prices quoted shall be net with all discounts deducted and subject only to cash discounts for prompt payment of invoice.

- I. In accordance with advertisement, proposals will be received for the performance of the project, the designation of which is stated in the advertisement. Bids are requested on the items stated in the form of proposal for the project. The prices bid shall cover all costs of any nature, incident to and growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to perform and complete the project in the manner and within the time required, all incidental expenses in connection therewith, all cost on account of loss by damage or destruction of the project and any additional expenses, for unforeseen difficulties encountered, for settlement of damages, and for replacement of defective work and materials, conditions, limitations or provisos attached by the bidder to the proposal may cause its rejection.
- J. When an error is made in calculating the total bid amounts, the line item unit bid price will govern. No price escalation will be permitted after quote has been submitted.
- K. No bidder will be allowed to offer more than one price on the items requested even though he may feel that he has two or more types that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on said item in same bid all prices for that item may be rejected at the discretion of the Township of South Orange Village.
- L. Bidders may submit more than one bid for the products described herein by submitting a separate envelope for each bid which contains the complete bid information and surety as required.
- M. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.

N. Permission for Bidder to Withdraw a Bid Due to a Mistake in Certain Circumstances.

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing, by certified or registered mail to the PURCHASING AGENT at the complete address to which the bid was submitted.** The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Purchasing Agent may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

O. All forms shall be completed and attached to the bid proposal.

P. Before submitting his proposal, the bidder shall be familiar with the plans, specifications and other documents that will form parts of the contract, shall have investigated in detail the site of the project and shall have made such examination thereof as may be necessary to satisfy himself in regard to the character and amount of work involved. He shall have satisfied himself also that he can secure the necessary labor and equipment, and that the materials he proposes to use will comply with the requirements therefore and can be obtained by him in the quantities and at the time required.

**BIDDER IS ALERTED TO THE CHECKLIST ON THE PROPOSAL SHEET.**

## 6. CHANGE ORDERS

The quantities of equipment, services and supplies as required by these specifications are based on current needs and estimated projections. If requirements change and funds become available, the Township of South Orange Village reserves the right to issue change orders increasing or decreasing the estimated quantities as stated. This right will not expire during the life of the contract.

## 7. INTERPRETATION AND ADDENDA

- A. No oral interpretation shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the specifications and contract documents.
- B. Each and every request for an interpretation shall be made in writing, addressed and forwarded to the Engineer who may send a written instruction to all bidders.
- C. Any interpretations of these bid specifications and any supplemental instructions will be in the form of a written addendum which will be forwarded to all prospective bidders on record by Certified Mail not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive addenda shall not relieve the bidder from any obligation under its bid submitted.
- D. All addenda issued prior to date of receipt of bids shall become part of the contract documents and included in bid prices.
- E. Bidders are required to complete, when appropriate, the form acknowledging receipt of changes to bid documents.
- F. The Township of South Orange village's interpretation of the meaning and intent of these bid documents and the contract shall be final and conclusive.
- G. In case of any discrepancy between any of these items, the one with more specific language takes precedence over any with general language, and the one that is more stringent takes precedence over the one that is less stringent.

**8. BRAND NAMES, STANDARDS OF QUALITY, PATENTS**

- A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.
- B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. The Township of South Orange Village reserves the right to evaluate the equivalency of a product, which, in its deliberations, meets the intentions of the Township of South Orange Village.
- D. The contractor shall hold and save harmless the township of South Orange Village, its officers, agents, servants and employees from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Wherever practical and economical to the Township of South Orange Village, it is desired that recycled or recyclable products be used. Please indicate when recycled products are being offered.

**9. AWARD OF BID**

- A. The Township of South Orange Village reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township of South Orange Village to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure or irregular may be rejected; any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The Township of South Orange Village further reserves the right to award each item separately to the lowest responsible bidder meeting

specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Township of South Orange Village. Without limiting the generality of the foregoing, the Township of South Orange Village reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.

- C. The Township of South Orange reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Township of South Orange Village may then, at its option, accept the bid of the next lowest responsible bidder.
- E. The effective period of this contract will be for the remainder of the 2014 calendar year.
- F. The Village reserves the right to renew this contract for an additional (2) 12 month periods until the end of calendar year 2016. Village must notify vendor 30 days before contract expiration date of its intent to renew.

**10. NEW JERSEY PREVAILING WAGE ACT (P.L. 1963 C. 150 AS AMENDED)**

In Compliance with state law, the contractor shall comply with all statutes relating to the employment of labor and the payment of prevailing rates of daily wages. Revised Statutes of the State of New Jersey 10:2-1 to 10:2-4 inclusive, 34:0-1 to 34:9-2, all the aforementioned laws and regulations are made a part of the specifications the same as though they were set forth in full herein.

**11. NON-COLLUSION AFFIDAVIT**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

**12. NON-DISCRIMINATION**

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, creed, color, national origin or ancestry, sexual or affectional preference or handicap. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The contractor shall insert a similar provision in all

subcontracts for services to be covered by any contract resulting from this bid.

### 13. REQUIRED AFFIRMATIVE ACTION EVIDENCE

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1976, C. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

#### A. Procurement, Professional and Service Contracts

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 photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- (2) A photocopy of their Certificate of Employee Information Report, or
- (3) A completed Affirmative Action Employee Information Report (AA302 – Available upon request)

#### B. Construction Contracts

All successful contractors must submit within three days of the signing of the contracts an Initial Project Manning Report (AA201 – available upon request) for any contract award that meets or exceeds the bidding threshold.

### 14. WORKER AND COMMUNITY RIGHT TO KNOW

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township of South Orange Village to assure that every container bears a proper label 315 "Worker and Community Right to Know Act", subsection b, section 14. Further, all applicable Material Safety Data Sheets (MSDS) a.k.a. hazardous substance fact sheet, must be furnished to the Township of South Orange Village.

### 15. STATEMENT OF CORPORATE OWNERSHIP

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any Township of South Orange Village contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid



of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

**16. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

**17. INSURANCE REQUIREMENTS**

- A. The Bidder/Contractor must secure and maintain the following insurance coverage during the term of this contract (unless an exception is provided herein):
- (1) All statutory workers compensation and employer liability coverage required to be held by law; and
  - (2) Comprehensive, all risk general liability coverage for personal injury and property damage liability of not less than one million dollars (\$1,000,000) combined single limit bodily injury/death/property damage for each occurrence; and
  - (3) Automobile bodily injury and property damage liability coverage of not less than one million dollars (\$1,000,000) combined single limit bodily injury/death/property damage for each occurrence.
- B. Within 48 hours of the Award Resolution, the Bidder/Contractor shall provide the Township of South Orange Village with a Certificate of Insurance evidencing that said insurance is and will be in effect during the term of the contract and naming the Board of Trustees of the Township of South Orange Village as an Additional Insured.
- C. Each Certificate of Insurance shall contain a statement that the policy applies to all operations of the project which are undertaken by the Insured during the performance of this contract. In addition, each Certificate of Insurance shall contain the following information of statements:

- (1) Name and address of Insured.
  - (2) A statement that the Board of Trustees of the Township of South Orange Village is an Additional Insured under each policy listed.
  - (3) The number and description of each policy in force on the date of the Certificate.
  - (4) The expiration date of each policy shown as well as the amount of the coverage for each policy.
  - (5) A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the Insured and the Board of Trustees of the Township of South Orange Village by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Board of Trustees.
- D. During the term of the contract, it shall be the responsibility of the Bidder/Contractor to provide the Township of South Orange Village with additional Certificates of Insurance in compliance with the above showing current coverage when any insurance policy for the above-listed coverage expires.
- E. Submission of proof of the required insurance coverage in the form of a Certificate or Certificates of Insurance is a condition precedent to contract award. After receipt of a sufficient performance bond and other submissions required by these bid specifications, the bid will be accepted and a purchase order will be forwarded to the successful bidder.
- F. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided to the Township of South Orange Village when required. In all cases where a Certificate of Insurance is required, the Township of South Orange Village is to be named as an additional insured.

#### 18. ALTERNATE DISPUTE RESOLUTION

Pursuant to N.J.S.A. 40A:11-41.1, all construction disputes must contain provisions for alternate dispute procedures (hereinafter "ADR") for resolving disputes that may arise under construction contracts. Since the contract between the parties relates to construction within the Township of South Orange Village, the following ADR procedures are hereby adopted:

- A. The parties shall attempt to resolve all disputes pursuant to this contract by good faith negotiations. If a dispute is unable to be resolved through verbal agreement, either party may reduce the dispute to writing, which the parties shall then attempt to resolve within five (5) business days. If the parties are unable to resolve the dispute within five (5) business days, then either party may seek the appointment of a mediator by notifying the other party, in writing, of such a request.
- B. Upon a demand for mediation, the parties shall attempt to agree upon a mediator. If the parties are unable to agree upon a mediator, then the Township of South Orange Village shall obtain a list of retired Supreme Court Justices and Superior Court Judges, who have agreed to make themselves available for this purpose. When the list is produced, the parties shall review the list and indicate the judges that they want struck. The list with the struck judges shall be exchanged and the most senior judge remaining on the list shall be contracted. If that judge accepts the appointment as mediator, the mediation shall be conducted within ten (10) business days. If the judge does not accept the appointment, the parties shall then go to the next senior judge on the list until a mediator is reached.
- C. If all judges are struck or if the parties are unable to obtain a judge from the list, the parties will then review the list again to strike up to five (5) judges, after which the most senior name on the list will be selected as the mediator.
- D. If the parties are unable to select a mediator through this mechanism, then the list shall be presented to the Assignment Judge in Essex County, New Jersey, for him/her to select a mediator from the list, after giving the parties the opportunity to strike up to five (5) judges per party, provided that the number of judges on the list presented to the Assignment Judge shall consist of not less than fifty percent (50%) of the original list when it was provided to the parties. In any case where the striking of five (5) judges per party shall result in more than fifty percent (50%) of the judges being struck, the number of strikes per party shall be reduced equally until such time as there are at least fifty percent (50%) of the judges available.
- E. The cost of the mediation shall be apportioned equally among the parties, with each party responsible for its own mediation costs. Mediation shall be non-binding, unless the parties agree otherwise.
- F. All proceedings in the mediation shall be confidential. The mediator shall not be required to follow any specific rules of procedure, shall be allowed to meet ex parte with any party, and the mediator may not be called to testify in any future proceedings or to reveal any discussions that occurred during the course of the mediation.

- G. If any additional parties are subcontracted, then the subcontracts with those parties must require them to agree to the mediation proposal. In addition, the parties must agree that if there is a dispute between any other parties with respect to the construction project, then the parties must, if requested by the other party and the mediator, participate in that mediation.
- H. Notwithstanding the procedures set forth in this agreement mediation, should there be a mediation required by the Township of South Orange Village, pursuant to any contract relating to the construction project, the contractor agrees, if requested, to participate in that mediation in accordance with the procedures set forth above.
- I. The method of alternate dispute resolution described in this section 18 is not intended to waive or in any way alter the right of the Township of South Orange Village to a jury trial on all issues post mediation. Furthermore, notwithstanding anything to the contrary contained in any contract to which these "General Instruction to Bidders" may be appended, it is the intention of the Township of the Village of South Orange, which intention is acknowledged by the bidder/contractor, to preserve its right to a trial by jury on all issues in dispute.

#### **19. PAYMENT**

Payment will be made after a properly executed Township of South Orange Village voucher has been received and formally approved on the bills list by the Board of Trustees of the Township of South Orange Village at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

#### **20. ONE YEAR MAINTENANCE GUARANTEE**

No maintenance bond is required.

#### **21. PURCHASE FROM STATE CONTRACT OR OTHER PUBLIC ENTITIES**

The Township of South Orange Village reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey Cooperative Purchasing Agreement ("State Contract") or any public entity, if it is in the Township of South Orange Village's best interest to do so.

## 22. GOVERNING LAW, STATE AND FUNDING

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A:11-et seq. and N.J.A.C. 5:34-1 et seq.) and the Uniform Commercial Code (UCC). All contracts are subject to the availability and appropriation of funds annually.

## 23. USE OF SUBCONTRACTORS

Bidders that propose using one or more subcontractor for any of the four specialized "sub-prime" categories (plumbing & gas fitting and all kindred work; steam power plants, steam & hot water heating & ventilating apparatus and all kindred work; electrical work; structural steel and ornamental iron work) must submit a certificate with their bids listing each subcontractor named in the bid for the category. The certificate must set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor, should the bidder be awarded the contract.

## 24. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT.

No contractor can bid on or engage in any contract for public work unless the contractor is registered with the Department of Labor. A copy of the registration certificate must be submitted with the bid submission.

## 25. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS ACT

A. No vendors/contractors can bid or engage in any contract with the municipality unless the vendor/contractor is registered with the State and provides proof of that registration to the contracting agency before the contracting agency may enter into a contract with vendor/contractor.

### B. Procedures for Construction Contracts

1. These procedures shall be used for all construction contracts. For consistency, "construction" shall mean, exclusive of the value of the work, "public work" as defined in the "Prevailing Wage Act", N.J.S.A. 34:11-56.26:

a. "Public Work" 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 rehabilitation program.

b. "Maintenance work" means the repair of existing facilities when the size, type or extend of such facilities is not thereby changed or increased.

2. In response to a request for bids or a request for proposals for construction work, a contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors"). The proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the contracting agency.

C. "New Jersey Business Registration Requirements"

1. The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contract. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

AMERICANS WITH DISABILITY ACT  
Mandatory Language

Equal opportunity for Individuals with Disabilities

The Contractor and the Township of South Orange Village ("Village") 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 Village 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 Village in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Village, 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 Village's grievance procedure, the Contractor agrees to abide by any decision of the Village which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Village or if the Village 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 Village 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 Village or any of its agents, servants, and employees, the Village shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the village or its representatives.

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

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



PROPOSAL #1Proposed Contract known as "HVAC Services Contract"**Check List**

The Bidder must complete this check list as part of the requirements for submitting a complete bid package. Each of the following items must be included with the bid submission:

- Complete Proposal with Signatures
- Acknowledge receipt of Addenda
- Bid Guarantee
- Consent of Surety
- Stockholder List Certification
- Hold Harmless/Indemnification Agreement
- Non-Collusion Certification
- Affirmative Action Questionnaire
- Subcontractors Certification
- Bidder Qualification Form
- Insurance Certificates
- Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate

Ladies/Gentlemen:

The undersigned hereby declare(s) that Panas Climate and Refrigeration, LLC. has carefully examined the site, Drawings and Specifications for the construction of the proposed project known as "HVAC Services Contract", for which receipt of bids has been advertised, and having examined the Special and General Instructions to Bidders, Drawings, and Specifications on file in the Village Hall, as well as the site of work, will contract to do all of the work and furnish all the materials, tools and equipment mentioned in said Instructions, and Specifications in the manner prescribed therein at the unit prices specified for the various items below and for the resulting lump sum given below.

The undersigned agrees to save the Township of South Orange Village agents, consultants or representatives harmless with respect to any claim or claims of liability which may be incurred by reason or in connection with the performance of said work.

It is understood that a certain amount of money will be available for the work proposed and that the actual work to be performed and the materials to be furnished may be increased or decreased to bring the cost of the work within the amount available.

In addition, the quantities as set forth below and as shown on the construction drawings may be approximately estimations of the actual quantity to be used, and the Village reserves the right to increase or decrease at the unit price set forth in the Proposal sheets to the extent set forth in Specifications and as provided by law.

It is further understood that the prices herein bid and the lump sum stated below are to remain firm for a period of (60) days from date in accordance with RS 40A: 11-24 until awarded.

This proposal is accompanied by bid security either in the form of certified check on the Bank of \_\_\_\_\_ in the amount of N/A (\_\_\_\_\_) Dollars, or in a Bid Bond in the amount of \_\_\_\_\_ (\_\_\_\_\_) Dollars guaranteed by the undersigned as Bidder and \_\_\_\_\_ as Surety. This proposal is also accompanied by a Consent of Surety for Performance Bond and Labor Material Payment Bond in accordance with the conditions named in the foregoing Information to Bidders.

The undersigned Bidder hereby agrees that if this Proposal shall be accepted by the Owner and the undersigned shall fail to execute and deliver the Contract and Contract Bonds in accordance with the Terms of this proposal, and with the requirements of the foregoing Information to Bidders, then the undersigned shall be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance shall be null and void and (1) if a certified check is herewith submitted as bid security, the amount of the said check accompanying this proposal shall be due and payable thereunder to the Township of South Orange Village as liquidated damages; otherwise, the said certified check or amount thereof, shall be returned to the undersigned, or (2) if a Bid Bond is herewith submitted as bid security, the amount specified in the Bid Bond shall be due and payable thereunder to the Township of South Orange Village as liquidated damages in accordance with said Bid Bond, otherwise the Bid Bond shall become null and void.

The undersigned Bidder acknowledges receipt of the following Addenda:

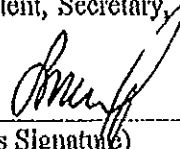
<u>Addenda No.</u>	<u>Dated</u>
<u>NO</u>	_____

All the various phases of work enumerated in the Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the Proposal.

Payment for work performed will be in accordance with the Proposal subject to changes provided for in the Construction Contract.

The full names and residences of all persons and parties interested in this Proposal as principals are as follows below. Note: For each person, give first and last names in full. Record each member of a co-partnership; in case of a corporation, give the names of the President, Secretary, Treasurer, Manager, and Directors, and state the place of incorporation.

This proposal is hereby respectfully submitted by:

  
\_\_\_\_\_  
(Bidder's Signature)

208 East Cedar St, Livingston, NJ 07039  
(Bidder's Business Address)

IF PROPOSAL IS SUBMITTED  
BY A CORPORATION, AFFIX SEAL.

Dated this 11 day of November 2013

SCHEDULE OF PRICES- HVAC SERVICES CONTRACT

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Amount
Planned Preventative Maintenance:					
1.1	Police Station (Quarterly Maintenance visits)	Visits	4	450.00	1,800.00
1.2	South Orange Public Works Garage & Equipment Garage (Semi-Annual Maintenance visits)	Visits	2	300.00	600.00
1.3	Baird Community Center (Semi-Annual Maintenance visits)	Visits	2	200.00	400.00
1.4	South Orange Public Library (Quarterly Maintenance visits)	Visits	4	616.00	2,464.00
1.5	South Orange Fire House (Quarterly Maintenance visits)	Visits	4	600.00	2,400.00
1.6	South Orange Connett (BES) Library (Quarterly Maintenance visits)	Visits	4	300.00	1,200.00
Total Bid Price (Items 1.1 to 1.6)					8,864.00
Write Total Price: <u>eight thousand eight hundred sixty four dollars</u>					

TOTAL BASE BID PRICE (Item 1): \_\_\_\_\_

RATES FOR REPAIR & REPLACEMENTS SERVICE CALLS- HVAC SERVICES CONTRACT

Item No.	Description	Unit Measure	Hourly Rate	Weighted Multiplier	Total Amount
2.1	Technician Rate Standard Service	HR	67.00	.75	50.25
2.2	Technician Rate Emergency Service	HR	80.00	.20	16.00
2.3	Technician Rate Emergency After Hour Service	HR	120.00	.05	6.00

WEIGHTED TOTAL RATE (Sum Items 2.1-2.3):

Item	Unit	Weighted	Total
			72.25

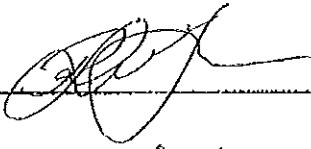
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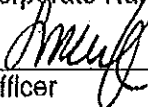
No.	Description	Measure	Hourly Rate	Multiplier	Amount
3.1	Tech. Assistant/Apprentice Standard Service	HR	67.00	.75	50.25
3.2	Tech. Assistant/Apprentice Emergency Service	HR	80.00	.20	16.00
3.3	Tech. Assistant/Apprentice Emergency After Hour Service	HR	120.00	.05	6.00
WEIGHTED TOTAL RATE (Sum Items 3.1-3.3):					<u>72.25</u>

**STOCKHOLDER LIST CERTIFICATION**

Please check the appropriate box and sign below.

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned (partnership) (corporation).
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned (partnership) (corporation).

Attest:   
Ramunas Ruitikas  
(Also, Print or Type Name)

Ramas Climate and Refrigeration  
Corporate Name  
  
Officer  
Laimute Ruitikienė  
(Also, Print or Type Name)  
(Affix Corporation Seal)

Attest: \_\_\_\_\_  
(Also, Print or Type Name)

\_\_\_\_\_  
Officer  
(Partnership) Name of Firm  
(Also, Print or Type Name)

**STOCKHOLDERS:**

Name: Laimute Ruitikienė  
Home Address: 208 East Cedar St.  
Livingston, NJ 07039

Name: Ramunas Ruitikas  
Home Address: 208 East Cedar St.  
Livingston, NJ 07039

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

**HOLD HARMLESS / INDEMNIFICATION AGREEMENT**


The Bidder, if awarded the contract under these specifications, (hereinafter Bidder/contractor) agrees to indemnify and hold harmless the township of South Orange Village, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorneys' fees, incurred or suffered on account of property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the Bidder/Contractor, its employees, agents, servants or subcontractors in the performance of the work to be performed pursuant to these specifications or the failure of the Bidder/Contractor, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications.

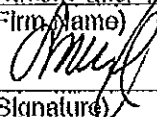
The Bidder, if awarded the contract under these specifications, (hereinafter Bidder/Contractor) agrees to indemnify and hold harmless the township of South Orange Village, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorneys' fees, incurred or suffered on account of property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity which shall arise out of the course of in consequence to any and all claims arising from acts of sexual harassment including language and conduct of the bidder/Contractor and its officers, employees, agents and servants.

The Bidder/Contractor further agrees that this indemnification by the bidder/Contractor shall continue after completion of the Contract for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorneys' fees resulting from acts or omissions of the Bidder/contractor, its employees, agents, servants or subcontractors which occur prior to the completion of the Contract.

November 11, 2013  
(Date Signed)

[Corporate seal]

Attest:   
Ramona Liutikienė, Vice President  
(Type or Print Name/Title)

Damas Climate and Refrigeration, LLC.  
(Firm Name)  
  
(Signature)

Laimute Liutikienė, owner  
(Type or Print Name & Title)

208 East Cedar St.  
(Address)

Livingston, NY 07039  
City, State, Zip Code

NON-COLLUSION CERTIFICATION

The undersigned bidder hereby specifically certifies that, to the best of its knowledge and belief, the annexed bid for the above-named project has not been prepared in collusion with any other bidder or like item or service and that the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of said bidder to any such person other than the recipient of such bid and will not be communicated to any such person prior to the official opening of said bid.

Bidder fully understands that no premiums, rebates or gratuities are permitted either with, prior to, or after signing of contract. Any such violation will result in cancellation and the removal from bid list.

Undersigned bidder further certifies that it has the necessary authority to sign this stipulation stating it has not entered into any agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above-named project.

This certification may be treated for all purposes as a sworn statement made under the oath as equivalent affirmation, and that, if any statements made herein are untrue the bidder may be subject to the provisions of N.J.S.A. 2C:29-1 through N.J.S.A. 2C:28-3 inclusive and relevant sequential sections and if applicable, 18 U.S.C. 1001, et seq.

Ramas Climate and Refrigeration, LLC.

(Firm Name)

*[Handwritten Signature]*

(Signature)

Laimute Luitikiene, owner

(Type or Print Name and Title)

208 East Cedar St.

(Address)

Bridgewater, NJ 07039

(City, State, Zip Code)

Dated: November 8, 2013

## AFFIRMATIVE ACTION INSTRUCTIONS

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, sex, affectionate or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to the 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 contract, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectionate or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable Township of South Orange Village employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable Township of South Orange Village employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.



## AFFIRMATIVE ACTION INSTRUCTIONS CONT.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate in the basis of age, creed, color, national origin, ancestry, marital status, sex, affectionate or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectionate or sexual orientation and conform with applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal Law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the affirmative Action Officer as may be requested by the Officer from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative code (NJAC 17:27).

All bidders and all contractors who are negotiating for a contract as a precondition to entering into a valid and binding procurement or service contract with the public agency, are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975 c. 127), one of the following three documents:

- I. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- II. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- III. An initial employee information report consisting of forms provided by the Affirmative Action Officer and completed by the contractor in accordance with N.J.A.C. 17:27-4.

**AFFIRMATIVE ACTION QUESTIONNAIRE**

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms (AA302) will be sent by the Township of South Orange Village prior to the Award. This form should be submitted with your bid.

1. Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

YES

NO

- A. If yes, attach a photostatic copy of said approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.
- B. If no, and you become successful bidder, an affirmative Action Employee Information Report (Form AA 302) will be provided And must be submitted within seven (7) days after receipt of The notification of Intent to award the contract.

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

SIGNATURE: 

PRINT NAME: Arimate Rutiakiene TITLE: Owner

BUSINESS NAME: Ramas Climate and Refrigeration, LLC.

DATE: November 8, 2013 Telephone Number (973) 994 1778

NOTE: -----  
ATTACH COPY OF FORM HERE  
-----

### SUBCONTRACTORS CERTIFICATION

The undersigned bidder is familiar with Section 40A:11-16 of the New Jersey Local Public Contracts Law (New Jersey Statutes Annotated 40A:11-16) and understands that submission of the names and addresses of the subcontractors required by N.J.S.A. 40A:11-16 is essential and nonwaivable. The undersigned further understands that where more than one subcontractor is named for a trade category, the subcontractors must be identified in the Bid with the scope of work that is to be performed by same, as required by P.L. 1997, c. 408. The undersigned bidder fully understands that failure to comply with these statutory requirements will result in the Bid being deemed nonresponsive.

Check All of the Appropriate Boxes:

- I certify that no sub-prime contractors, as defined in N.J.S.A. 40A:11-16, will be used on this project.
  
- I certify that the following is a list of sub-prime contractors, as defined in N.J.S.A. 40A:11-16, that will be used on this project and have attached proofs of registration for all contractors.

WORK CATEGORY	NAME	ADDRESS
R/A		

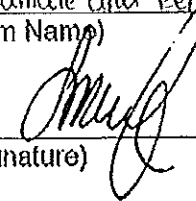
(Attach Additional Pages as Required)

**SUBCONTRACTORS CERTIFICATION**

[ ] I certify that the following is a list of the subcontractors that will be used on this project that are not sub-prime contractors as defined in N.J.S.A. 40A:11-16 and proofs of registration for all contractors will be submitted before final payment.

NAME	ADDRESS
N/A	

Pamas Climate and Refrigeration, LLC.  
(Firm Name)

  
(Signature)

Laimute Siutikiene, Owner  
(Type or print name & title)

208 East Cedar St.  
(Address)

Livingston, NJ 07039  
(City, State, Zip Code)

Dated: NOVEMBER 8, 2013

## BIDDER QUALIFICATION FORM

To: Township of South Orange Village

Project: HVAC Service Contract

Name of Bidder: Ramas Climate and Refrigeration, LLC.

Address: 208 East Cedar St., Livingston, NJ 07039

Telephone: 973-994-1778 Date: 11/08/2013

1. How many years has your organization been in business under your present name? 7

2. Have you ever failed to complete any work awarded to you? NO If so, where and why?  
\_\_\_\_\_

3. Has any officer of your organization ever failed to complete a contract handled in his own name? NO

4. Have any liens or law suits of any kind been filed against any of your contracts? NO

Give full details: \_\_\_\_\_

5. List surety companies which have previously bonded the Bidder: (name of surety, address and amount of bond) Service Insurance Company 80 Main St. - Suite 350, West Orange, NJ 07052

6. List all uncompleted contracts currently held by the bidder. State the Owner's name and the amount of contract: Please see attached

7. State all equipment owned by you for use on this contract: \_\_\_\_\_  
Please see attached

8. The Bidder shall state below, or on attached sheets, at least three (3) projects completed within the last three (3) years the bidder has completed which are similar to this project. The information provided by the bidder shall include name of the owner, description of project, the dollar value of the work and the date the work was completed. This information will be considered by the Owner to judge Bidder's experience, skill and business standing.  
Please see attached

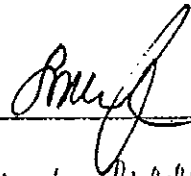
9. Provide the name, address and phone numbers for references for the three (3) projects listed above.

Name & Address

Telephone Number

\_\_\_\_\_  
Please see attached  
\_\_\_\_\_

Signature of Bidder's authorized representative:



Title: Dainute Ruzickiene, owner

Date: 11/11/2013

INSURANCE CERTIFICATES

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TO: Township of South Orange Village

PROJECT: HYAC SERVICE CONTRACT

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Name of Bidder: PAHAS CLIMATE AND REFRIGERATION, LLC.

Address: 208 East Cedar St., Livingston, NY 07039

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The Bidder is required to attach hereto Certificate(s) of Insurance establishing insurance coverage of the type and amount required by the Contract Documents as specified in the General Instructions to Bidders.

*Please see attached.*

## SPECIFICATIONS

### I. REQUIREMENTS:

The following requirements apply to each contractor:

- A. **Basic Service:** The Contractor will provide the necessary labor and materials to perform a comprehensive maintenance program as outlined in these specifications.
- B. **Unlimited emergency service, 24 hours/day, 7 days/week:** The Contractor selected to perform the service will be required to comply with the following provisions and be responsible to see that each person employed by the Contractor at the location performs the duties as specified or complies with these provisions:
  - 1. All employees of the Contractor must be carefully screened, trained and supervised by the Contractor. The successful bidder will do scheduling, supervision, and inspection of work.
  - 2. All employees of the Contractor shall be neat in appearance.
  - 3. The Contractor, or his representative, will report to the Director of the Department any conditions or situations that may affect the performance of the Contractor's work.
  - 4. The Village may require the dismissal of any employee who is incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment is contrary to consistent good relations.

### II. RESPONSIBILITIES OF CONTRACTOR:

The following responsibilities apply to each contractor:

- A. At their expense, the Contractor shall:
  - 1. Obtain all necessary licenses and permits.
  - 2. Provide competent supervision; technicians should be EPA certified.
  - 3. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of his fault or negligence.
  - 4. Perform the work without unnecessarily interfering with Municipal activities.
  - 5. Be required to provide all necessary fuel, labor, equipment, materials and supervision necessary for the work as required.
  - 6. Maintain a completed record of all maintenance and repairs performed and will provide a written report upon completion of work.
  - 7. Contractor shall obtain and maintain in current status all applicable permits and licenses for inspections, tests and other services required for completion of work.
  - 8. Contractor shall keep the premises free from debris and accumulation of waste and shall remove construction smears and stains from finished surfaces. Contractor shall remove all surplus materials and tools from site at completion of job.
  - 9. Buildings, gates and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working. Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.
  - 10. All planned preventive maintenance service work under this Agreement is to be performed during the regular working hours of the Department or Building in which the work is being performed.
  - 11. Emergency service, including overtime service, will be provided with reasonable promptness and is included under this Agreement. Such service may be required in order to keep the system(s) in proper operation.



**B. Service:****1. Dispatching**

Contractor shall furnish a single point of contact to the Village for the placement of faxed or phone service requests to the contractor. This contact shall be furnished as a part of the contract and at no additional cost to the Village. The dispatch service shall be available from 8:00 AM to 4:30 PM (local time). The Contractor shall make provisions for after hours dispatching and provide phone numbers for this purpose to the Village Contract Administrator.

**2. Work Orders**

- a. The Contract Administrator or the Designated Representative will place all requests for service directly to the Contractor by written Work Order or by phone call. The Contract Administrator reserves the right to request from the Contractor a written cost estimate before authorizing the work. The Contractor shall respond with a cost estimate within 24 hours, excluding weekends and holidays, if the job/cost estimate is simple and small enough that it does not require site verification or site visit. If the job/cost estimate is more complicated or requires site verification or site visit, the response time will be adjusted accordingly, up to 48 hours excluding weekends and holidays.
- b. Cost Estimates provided by the contractor will include estimated hours for the completion of the work and the rates associated as provided in the proposal. The Cost estimate will include material costs for replacement parts not considered part of the preventative maintenance work. The material costs will include the contractor's mark-up.
- c. Failure of the Contractor to respond as required will constitute non-performance and the Village may take steps to secure compliance as stated elsewhere in the contract.

**3. Response Time**

- a. Levels of service have been separated into three categories, which are defined below and shown on the Bid Form as Standard Service, Emergency Service and Emergency After Hour Service.
- b. These Service Categories can be differentiated by the "Response Time" or the amount of "time allowed" between the "authorization to proceed" from the Contract Administrator requesting service and the arrival of the Contractor at the work site.
- c. At the time of "authorization to proceed" is initiated, the Contractor will be notified of the service category in which the particular Work Order will fall, and the Contractor will be required to respond to the request within the response time stated for that category and begin work within a reasonable amount of time based on the urgency of the request.
- d. All repairs, equipment replacements, installations or maintenance services shall be completed within a reasonable and expedient manner, based on the severity of the request.

**4. Response Process**

After initial contact and after "authorization to proceed" is given by the Contract Administrator, the Contractor shall respond accordingly and adhere to response time(s) shown below for each service category.

- a. The Contractor shall provide all necessary transportation to and from work sites. Transportation shall be fully insured by the Contractor.
- b. The Village will be charged according to the "Service Category" requested and as listed in the Bid Form.
- c. Only upon request and authorization by the Contractor Administrator or designee shall the Contractor perform work after hours.
- d. Contractor will notify the Contract Administrator or Designated Representative upon completion of work. Notification shall be within thirty-six (36) hours of completion of assigned task.
- e. Failure to comply with response times shall be considered as non-compliance. Repeated failure to comply may result in contract termination.

5. Service Category

For service and billing purposes, the following Task Performance Period and Response Time Table shall apply:

SERVICE CATEGORY	TASK PERFORMANCE PERIOD	CONTRACTOR RESPONSE TIME
Standard Service	Regular Business Hours Only (M-F, 8:30 a.m. - 4:30 p.m.)	24 - 48 Hours (excluding weekends & holidays)
Emergency Service	Regular Business Hours Only (M-F, 8:30 a.m. - 4:30 p.m.)	1 - 2 Hours (excluding weekends & holidays)
Emergency After Hour Service	After Regular Business Hours, Weekends & Holidays	1 - 2 Hours (Including weekends & holidays)

6. Materials Provided by the Village

The Village will have the option to supply materials to be used on the job if it is in the best interest of the Village to do so. The Village will be responsible for all warranty issues on all parts and supplies provided by the Village.

7. Materials Provided by Contractor

- a. This agreement includes any parts or materials (bolts, air filters, Freon/refrigerant charge) and maintenance materials (lubrication/cleaning supplies) necessary to perform the required maintenance; are not to be charged for separately.
- b. All materials to be used shall be new. No aluminum wiring shall be used under this contract.
- c. Under this Agreement, the Contractor will repair or replace worn parts or complete components with new parts.
- d. All parts and equipment under this Agreement shall be covered "as is" at the start of the contract period. No claims of "existing prior condition" of any parts or equipment shall be made as reason or cause for not fulfilling the complete obligations of this Agreement.
- e. It is agreed that under this Agreement the Contractor is not to make replacements or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond our control, except ordinary wear and tear.
- f. Unlimited parts and replacements of all equipment including but not limited to compressors, pumps, pump motors, fans, controls and all other component parts of the system.

8. Warranty & Guarantee

Unless otherwise specified herein, all goods shall be guaranteed and warranted for a period of twelve (12) months from the date of delivery, including parts and labor except damage caused by misuse, vandalism or act(s) of God.

9. Cost of Materials Provided by Contractor

For Repairs & Replacement of HVAC, the Contractor shall supply all materials at cost with a percentage mark-up for profit and overhead not to exceed fifteen percent (15%) of Contractor's supplier invoiced price.

10. Equipment

Contractor shall furnish all equipment to provide full service maintenance and repair and installation services under the scope of this contract. If work to be performed requires special equipment, which is outside the scope of services described herein, the Contractor with prior approval of the Village's Contract Administrator or delegated representative may bill for rental equipment or use of their own special equipment at cost, with no additional charges to the Village without prior approval.

11. Village Owned Equipment

The Contractor shall not use Village owned equipment, tools etc., in the performance of work under this contract.

12. Contractor's Performance

- a. Contractor shall perform all services required within these Specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations, codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry.
- b. All work shall comply with applicable New Jersey Statutes and the Electrical Safety Law and any other local, state, federal and industry regulations or standards applicable to the type of work being performed under the scope of the contract.
- c. The City reserves the right to have any Contractor employee removed if the employee fails to perform within the requirements of this contract. The Contractor shall replace the excluded employee at the earliest possible date following the removal.
- d. Once an employee is removed for failure to perform, that employee shall not be used to service this contract at anytime during the term of the contract without written permission of the Contract Administrator or their Designated Representative.

### III. EQUIPMENT INVENTORY

The contractor will be required to provide repair and replacement services for all Village owned facilities. The HVAC Contractor's Planned Preventative Maintenance contract is limited to six (6) buildings. The following is an inventory of the major components located in each of those six (6) Village owned Buildings and the minimum number of maintenance visits and inspections required for each building:

- A. South Orange Police Headquarters, 201 South Orange Avenue  
 Maintenance visits/inspections required:  
 Four (4): (1 at the boiler shutoff/chiller start-Village to schedule)  
 (1 at the chiller shutoff/ boiler start-Village to schedule)
1. Air Handlers (4):
    - a. Trane Model # L-6
    - b. Trane Model # M-6
    - c. Trane Model # T-3
    - d. Trane Model # CCDB17CB0G
  2. Chiller: 40 Ton Ener Con Carrier Model # 30HS040-B140
  3. Condenser: (2) Carrier Model # 09DC028520 TYP.
  4. Fan Coil Units: (15) Trane Model
  5. Boiler: Weil McLain Model # 778
  6. Burner: Power Flame Model # JR30A-10
  7. Split System: (2)
    - a. 1.5 Ton Sanyo Model #CL1211 (court admin)
    - b. CL1812(records room)
  8. Domestic Water Heater: A.O. Smith Natural Gas 50 Gallon Model # PGXH 50 246
  9. Unit Heaters: (1) Trane Model #S-CU (Gym Area) & (2) Trane (Garage)
  10. Generator: Cummins 230 KW 208VAC Diesel
  11. Exhaust Fans: (7)
- B. South Orange Public Works Garage & Equipment Garage, 300 Walton Ave  
 Maintenance visits/inspections required: Two (2) (Spring & Fall)
1. Unit Heaters:
    - a. (1) Reznor Gas Fired Model #XL225-3
    - b. (1) Reznor Gas Fired Model # PE100 (Kitchen)
  2. Domestic Water Heater: A.O. Smith Natural Gas 40 Gallon Model # GDVS40100
  3. Furnace: (1) Gas Fired Rheem Series, Model Form: 92-102363-01-23
- C. Bald Community Center, 5 Mead Street  
 Maintenance visits/inspections required:  
 Two (2): (1 at the boiler shutoff/chiller start-Village to schedule)  
 (1 at the chiller shutoff/ boiler start-Village to schedule)
1. Burner: Power Flame Model # WJR50A
  2. Boiler: Weil McLain-Model 80 Series 1
  3. Fan Coil Units: (3) Senior Service Carrier Model # 5LPH615A3-10
  4. Unit Heaters: (5)
    - a. (1) Gas Fired Modine (gym)
    - b. (2) Peerless (garage)
    - c. (2) Modine (3rd floor)

## D. South Orange Public Library, 65 Scotland Road

Maintenance visits/inspections required:

Four (4): (1 at the boiler shutoff/chiller start-Village to schedule)  
(1 at the chiller shutoff/ boiler start-Village to schedule)

1. Boiler: Burnham Commercial Model # V1107
2. Burner: Power Flame Model # BCJR50A-15
3. Domestic Water Heater: A.O. Smith Natural Gas 38 Gallon Model # GCV40100
4. Roof Top Air Handling Units (3):
  - a. Governair Model # TL40-02326-E
  - b. Governair Model # TL30-01824-E
  - c. Governair Model # TL30-02726-E
5. Air Filters: (3) 12"x24"x2", (2) 24"x12"x2", (8) 24"x24"x2"
6. HEPA Air Filters: (5) 24"x12"x12", (11) 24"x24"x12"
7. Belts: Bx72, A67, B82, B39, Bx-87

## E. South Orange Fire House, 52 Sloan Street

Maintenance visits/inspections required:

Four (4): (1 at the boiler shutoff/chiller start-Village to schedule)  
(1 at the chiller shutoff/ boiler start-Village to schedule)

1. Boiler: (2) Hydrotherm Model #AM-300
2. Circulating Pumps:
  - a. (1) Bell & Gossett Booster Pump Model #PL-30B
  - b. (2) Emerson Model# P63CZC-3020
3. Unit Heaters: (2)
  - a. Modine Hydronic Model# HSB-18S01
  - b. Hydronic Model#PVO42M1SAA (basement)
4. Split System: (1) Sanyo Model #KS1271
5. Cabinet Heaters: (9) Beacon Morris Twin Flow III Model K42
6. Roof Top Air Handling Units (3):
  - a. Trane Model # YHC102A3RMA2GG0B0C1A003A4
  - b. Trane Model # YHC063A3RMA11H0B0C1A003A4
  - c. Trane Model # YHC043A3RMA13H0B0C1A003A4
7. Air Handlers (1):
  - a. Trane Model # BCVC054E1B0C1VA3F000000BD10000000000000
8. Air Controlled Condensing Units A.C.C.U: (2)
  - a. Trane Model #2TTA3060A3000AA
9. Domestic Water Heater: A.O. Smith Natural Gas 100 Gallon Model # BTH250A100
10. Generator: Cummins/Ouan Model GGHF, 70kW 120/208 Volt, 3 phase, 4 wire, 60 Hz, 1800 RPM
11. M.U.A.U. (1): Cambridge Engineering Model M-118
12. Ceiling Exhaust Fans (6)

## F. BBS, Connett Building, 59 Scotland Road

Maintenance visits/inspections required:

Four (4): (1 at the boiler shutoff/chiller start-Village to schedule)  
(1 at the chiller shutoff/ boiler start-Village to schedule)

1. Boiler:

#### IV. HVAC SERVICES CONTRACT

##### A. PLANNED PREVENTATIVE MAINTENANCE

Typical maintenance, repairs and/or new installation work shall include, but not be limited to the following:

##### 1. HVAC

- a. Maintain, repair and install a variety of heating and air conditioning components and auxiliary units or systems.
- b. Maintain proper levels of water, oil and refrigerants in the system as specified by the Operations and Maintenance Guides in HVAC Systems.
- c. Inspect, service, repair and replace equipment such as centrifugal pumps, boilers, water pumps, generators, fans, coils, louvers, dampers, filters, electronic controls, blowers, gauges, valves, actuators, valve bodies, recorders, meters, ducts, pulleys, gear boxes, bearings, solenoids, humidistat, thermostats and registers.
- d. Replaces air filters and reports any evidence of extensive damage/leaks or major malfunctioning of equipment. No extra cost to replace air filters including HEPA filters.
- e. Utilize the methods, practices, tools and materials used in air conditioning, heating equipment.
- f. Diagnose problems, maintain and repair air conditioning, heating and air handling equipment.
- g. Interpret work from sketches, technical orders, manufacturer's manuals and specifications.
- h. Understand hazards and necessary safety precautions applicable to HVAC building equipment maintenance and repair work.
- i. Check wiring & electrical connections for tightness & cleanliness
- j. Check condition & operation of electrical components.
- k. Check starting load & running load amperage draws
- l. Check for proper gaps of electrodes & flame sensors
- m. Check thermocouple condition
- n. Inspect main burners & heat exchangers for cleanliness & cracks
- o. Check main burners, ignition & flame. Adjust manifold pressure to factory specs if necessary
- p. Check temperature rise across heat exchangers
- q. Make sure adequate combustion air is available to appliance
- r. Check indoor, outside, return air and supply air temperatures
- s. Check expansion tank. Drain if necessary
- t. Blow down low water cutoff & test for proper operation
- u. Check water fill & safety valves
- v. Check for air in system. Purge if necessary

##### 2. Air Conditioning & Refrigeration Systems

- a. Lubricate motor bearings
- b. Check all system pressures
- c. Check oil pressure and compressor safety controls
- d. Check oil level
- e. Check and adjust refrigeration controls
- f. Check rotation
- g. Check operation
- h. Pump down refrigeration system
- i. Check refrigerant charge, add if required at no extra cost.

3. Condensing Medium

- a. Lubricate motor bearings
- b. Lubricate fan bearings
- c. Check rotation of fan
- d. Check condition of coils-(power wash included)
- e. Check air intake screens
- f. Clean condenser coil & remove debris from condensing unit
- g. Check supply voltage to condensing unit
- h. Temperature split across evap. coil

4. Water Pumps

- a. Lubricate motor and pump bearings
- b. Clean line strainers
- c. Check pressure gauges
- d. Inspect packing glands and mechanical seals
- e. Check alignment

5. Heating Systems

- a. Inspect burner operation and adjust as needed
- b. Check and adjust burner control
- c. Check, clean and adjust safety and operating controls
- d. Check spark ignition and pilots
- e. Check hot water heating coils
- f. Clean boiler, drain, flush, refill
- g. Check, clean and adjust boiler safety and operating controls
- h. Check boiler level
- i. Check automatic valves and controls

6. Air Handling Systems

- a. Lubricate motor bearings
- b. Lubricate fan bearings
- c. Check and adjust drive belts, pulleys
- d. Check outside air intake screens
- e. Check fan coil units
- f. Check and clean drains and drip pans
- g. Check and/or replace filters (materials included)
- h. Check and/or replace belts (materials included)

7. Controls

- a. Check all thermostats
- b. Check damper operations
- c. Check automatic control valves
- d. Check other controls
- e. Check aquastat relays



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/7/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Hamilton Group, LLC 3 Wing Drive Cedar Knolls NJ 07927	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 973-292-2292      FAX (A/C No): 973-292-2443 E-MAIL ADDRESS: PRODUCER CUSTOMER ID#: RAMAS-1														
<b>INSURED</b> Ramas Climate & Refrigeration LLC 208 East Cedar Street Livingston NJ 07039	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC#</td> </tr> <tr> <td>INSURER A: Merchants Mutual Insurance Co.</td> <td style="text-align: center;">23329</td> </tr> <tr> <td>INSURER B: Merchants Preferred Ins Co (I)</td> <td style="text-align: center;">12901</td> </tr> <tr> <td>INSURER C: Twin City Fire Insurance Co (I)</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Merchants Mutual Insurance Co.	23329	INSURER B: Merchants Preferred Ins Co (I)	12901	INSURER C: Twin City Fire Insurance Co (I)	29459	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER: 180760320**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUVR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BOPI062652	12/14/2012	12/14/2013	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	AUTOMOBILE LIABILITY			CAPI057043	12/14/2012	12/14/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$-
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP9144441	12/14/2012	12/14/2013	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$1,000,000
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			13HBCRK3245	12/14/2012	12/14/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI)						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate Holder is added as an Additional Insured under the General Liability policy above, with respects to work performed by the Named Insured as required by written contract.

<b>CERTIFICATE HOLDER</b>  Township of South Orange Village 101 South Orange Ave. South Orange NJ 07079	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Certification 1180

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2009 to 15-OCT-2016



RAMAS CLIMATE & REFRIGERATION, LLC  
208 EAST CEDAR ST.  
LIVINGSTON NJ 07039

A handwritten signature in black ink, appearing to read "D. A. ...", is written over a horizontal line.

State Treasurer

*James J. Fruscione*

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 202  
TRENTON, NJ 08648-0252

TAXPAYER NAME:  
RAMAS CLIMATE AND REFRIGERATION LLC

TRADE NAME:

ADDRESS:  
208 EAST CEDAR ST.  
LIVINGSTON NJ 07039  
EFFECTIVE DATE:

SEQUENCE NUMBER:  
1246102

ISSUANCE DATE:  
07/28/10

06/23/08

*James J. Fruscione*  
Director  
New Jersey Division of Revenue

FORM BRC

7-07-09-1.52 (REV. 7-06)

Certificate Number  
672196

Registration Date: 07/29/2013  
Expiration Date: 07/28/2015

COPY



# State of New Jersey

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

## Public Works Contractor Registration Act

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

Responsible Representative(s):  
Ramunas Liutikas, Director  
Laimutea Liutikiene, Director

Ramas Climate and Refrigeration LLC

Responsible Representative(s):

*Harold J. Wirths*

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

NON TRANSFERABLE

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



## Ramas Climate and Refrigeration, LLC

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### References and Status of Present Contracts

**BOILER AND HEATING PLANTS PREVENTATIVE MAINTENANCE AND REPAIR SERVICE  
COUNTY OF MIDDLESEX, NEW JERSEY**

Lynn Gargano, Department of Parks and Public Property Coordinator 732 745 3916

Laura Reeves, Raritan Bay Mental Health Center 732 376 6767

Since 09 2010, \$17,910/ a year + cost of repairs (\$34,862 up to date)

Ongoing; includes all heating needs throughout the county (public buildings)

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICE**

**ROBERT TREAT ACADEMY CHARTER SCHOOL, NEWARK, NJ**

Lydia.Rodriguez, Coordinator 973 482 8811

Since 2007, \$11,200/ a year + cost of repairs

Ongoing; includes all HVAC needs

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICE**

**TOWNSHIP OF HANOVER, WHIPPANY, NJ**

Susan Brady, Secretary of Engineering 973 482 2488

Since 09/15/2009, \$7,500.00/ a year + cost of repairs

Ongoing; includes all HVAC needs

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICE**

**TOWNSHIP OF BELLEVILLE, BELLEVILLE, NJ**

Donna Caruso, Administrative Clerk 973 450 3414

Since 01/01/2010; \$9,800/ a year + cost of repairs

Ongoing; includes all HVAC needs

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICE**

**TOWNSHIP OF SOUTH ORANGE, NJ**

Edward Gulyas, Deputy Department Head of Engineering 973 378 7715 x 2266

Since 07/19/2010; \$6,000/ a year + cost of repairs

Ongoing; all HVAC needs

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICE**

**THE NORTH WARD CENTER, NEWARK, NJ**

Michele Aduabato, Director or Juan Glnorio, Custodian 973 481 0415

Since 03/01/2009; \$6,000/ a year + cost of repairs

Ongoing; all HVAC needs



## Ramas Climate and Refrigeration, LLC

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### Equipment Inventory:

- 1) 5 service vans
- 2) 5 refrigerant recovery units
- 3) 5 Vacuum machines
- 4) Pipe threading equipment
- 5) Power vacuum
- 6) Duct cleaning equipment needed for duct cleaning
- 7) Welding equipment and tools
- 8) Sheet metal bracing table
- 9) 3 sump pumps
- 10) Acids circulating pumps for scale removal
- 11) 5 soldering torches
- 12) Sozal saws, drills, impact wrenches, socket sets
- 13) Leader, 10 different sizes
- 14) Other equipment and tools required for the trade

# **Exhibit E**



715984

RAMAS CLIMATE AND REFRIGERATION, LLC

208 E. Cedar St.
Livingston, NJ 07039
Tel: 973 994 1778
www.ramascimate.com

Table with columns: DATE ORDERED, DATE SCHEDULED, MAKE, MODEL, SERIAL NUMBER, PHONE, WIK. PHONE

Customer information form: NAME, ADDRESS, CITY, STATE, ZIP, JOB LOCATION

CHECK LIST: AIR FILTERS, ELECTRICAL COMPTS., COMPRESSOR, CONDENSATION AREAS, CONDENSER COIL, etc.

Main service work table with columns: ITEM OR PART DESCRIPTION, PRICE, AMOUNT, DESCRIPTION OF SERVICE WORK, AMOUNT

Summary section: TOTAL PARTS, TOTAL CHARGES, RECOMMENDED REPAIRS

LABOR GUARANTY, PARTS GUARANTY, TRAVEL TIME, INSPECTION CHECKLIST, EQUIPMENT

Signature: Sgt. W. S. Wiseman, AUTHORIZED SIGNATURE

DATE

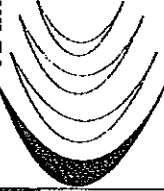


1424

713799

**RAMAS CLIMATE AND REFRIGERATION, LLC**

208 E. Cedar St.  
Livingston, NJ 07039  
Tel: 973 994 1778  
www.ramascclimate.com



DATE ORDERED: 5/7/14  
DATE SCHEDULED:  
MAKE:  
MODEL:  
SERIAL NUMBER:  
PHONE:  
WIC PHONE:  
NAME: S.O. Police Headquarter  
ADDRESS: 201 S.O. Ave.  
CITY: S.O. STATE: NH ZIP:  
JOB LOCATION: Water Heater

**CHECKLIST**

**AIR FILTERS**  
 CLEANED  REPLACED  
 COMPRESSOR  
 SUCTION PSI  
 HEAD PSI  
 ELECTRICAL CONNECTIONS  
 CONTACTS TIGHT & CLEAN  
 CONDITION  
 CONDENSATION AREAS  
 INSPECT & CLEAN DRAIN  
 CONDENSER COIL  
 CLEAN COIL & CHECK FIN. COND.

**ELECTRICAL COMPTS.**  
 RELAYS  CONTACTORS  
 OVERLOAD  PRESS SWITCH  
 START CAP.  RUN CAP.  
 FAN AND MOTOR  
 VOLTS \_\_\_\_\_ AMPS \_\_\_\_\_  
 ELECTRICAL CONNECTIONS  
 CONTACTS TIGHT & CLEAN  
 FAN PULLEYS (ADJUST BELT)  
 CHECK MOTOR  
 HEATING ASSEMBLY  
 BURNER & HEAT EXCHANGER  
 FUEL SUPPLY & PRESSURE

**PILOT ASSEMBLY**  
 FLAME ADJUSTMENT  
 PRIMARY RELAY & FLUE  
 FAN & LIMIT SWITCH OPER.  
 BLOWER ASSEMBLY  
 RV VALVE  
 STRIP HEAT  
 DEFROST CYCLE  
 REFRIGERANT  
 LEAK  
 CHANGE  
 THERMOSTAT  
 OK  REPLACE

QTY.	ITEM OR PART DESCRIPTION	PRICE	AMOUNT	DESCRIPTION OF SERVICE WORK	AMOUNT
1	4" 269960 #47				
1	Reducer 4x3 #85	90	170	Replaced and rebuilt a flu/	
1	Elbow 4" 2699 #48			shook pipe for water heater.	
1	Suprae Cement			connected it to tank. Put	
				cement and metal tape	
				over.	
<b>TOTAL PARTS</b>					
DESCRIPTION					\$
<b>TOTAL CHARGES</b>					
RECOMMENDED REPAIRS					
<b>LABOR GUARANTY</b> The labor charge as recorded here relative to the equipment serviced as noted, is guaranteed for a period of 30 days.					
<b>FACTS WARRANTY</b> All parts and materials used herein are warranted as per manufacturer specifications. We do not, of course, guarantee other parts than those we install. If repairs later become necessary due to other defective parts, they will be charged separately.					
<b>WARRANTY</b> <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> SERVICE CONTRACT <input type="checkbox"/> NORMAL <input type="checkbox"/> RES. <input type="checkbox"/> COND. <input type="checkbox"/>					
<b>TRAVEL TIME</b>					
TIME ARRIVED	ENDING	MILEAGE	HRS. #	CERTIFICATE NO.	
TIME DEPARTED	START	MILES	/HR. @		
TRAVEL TIME	TOTAL	TRIP CHARGE \$			
<b>INSPECTION CHECKLIST</b>					
<b>REFRIGERANT</b>					
NON USABLE	REFRIG.	RECOVERED?	RECYCLED?	RECLAIMED?	RETURNED TO THIS SYSTEM?
YES NO	YES NO	YES NO	YES NO	YES NO	YES NO
QTY.	QTY.	QTY.	QTY.	QTY.	QTY.
<b>EQUIPMENT</b>					
CHANGED OUT (OR REPLACED)?					YES NO
DISMANTLED?					YES NO
REFRIGERANT DISPOSAL					
<b>OWNER'S INITIALS</b>					
ACCEPTED					DECLINED
LABOR CHARGES 270 HRS. @ SIGNATURE: [Signature] HRS.# CERTIFICATE NO.					
I HEREBY AUTHORIZE THE ABOVE WORK TO BE DONE AS SO ORDERED AND OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL COMPLETE PAYMENT HAS BEEN MADE. IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER HAS THE RIGHT TO REMOVE EQUIPMENT AND MATERIAL WITHOUT BEING HELD RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THE REMOVAL OF EQUIPMENT.					
SUBTOTAL INSP. CHARGES TRIP CHARGE TAX TOTAL DUE					
AUTHORIZED SIGNATURE: [Signature]					

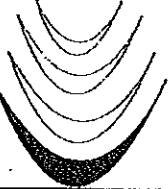
ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY. X

DATE

14224  
713798

**RAMAS CLIMATE AND REFRIGERATION, LLC**

208 E. Cedar St.  
Livingston, NJ 07039  
Tel: 973 994 1778  
www.ramascclimate.com



DATE ORDERED: 5/7/14  
DATE SCHEDULED:  
MAKE:  
MODEL:  
SERIAL NUMBER:  
PHONE:  
WIK. PHONE:

NAME: S.O. Police Headquarters  
ADDRESS: 201 S.O. Ave.  
CITY: S.O. STATE: NJ ZIP:  
JOB LOCATION: Pipes

**AMOUNT**

**DESCRIPTION OF SERVICE WORK**

**PRICE AMOUNT**

**QTY. ITEM OR PART DESCRIPTION**

4 Hose Caps → PO: 1760

Installed 4 hose caps for  
leaking drain valves on  
the chiller's line.  
In the future a leaking  
drain valves need to be  
replaced.

3/4 x 3/8 the size of drain  
valves.

**CHECKLIST**

- AIR FILTERS
- CLEANED  REPLACED
- COMPRESSOR
- SUCTION \_\_\_\_\_ PSI
- HEAD \_\_\_\_\_ PSI
- ELECTRICAL CONNECTIONS
- CONTACTS TIGHT & CLEAN
- CONDITION
- CONDENSATION AREAS
- INSPECT & CLEAN DRAIN
- CONDENSER COIL
- CLEAN COIL & CHECK FIN COND.
- PILOT ASSEMBLY
- FLAME ADJUSTMENT
- PRIMARY RELAY & FLUE
- FAN & LIMIT SWITCH OPER.
- BLOWER ASSEMBLY
- RV VALVE
- STRIP HEAT
- DEFOST CYCLE
- REFRIGERANT
- LEAK
- CHANGE
- THERMOSTAT
- OK  REPLACE
- FUEL SUPPLY & PRESSURE

**LABOR GUARANTEE**  
The labor charge as recorded here relative to the equipment serviced as noted, is guaranteed for a period of 90 days.

**PARTS WARRANTY**  
All parts as recorded are warranted as per manufacturer specifications. We do not, of course, guarantee other parts than those we install. If repairs later become necessary due to other defective parts, they will be charged separately.

**TRAVEL TIME**  
ENDING \_\_\_\_\_ MILEAGE \_\_\_\_\_  
START - \_\_\_\_\_ HRS. # \_\_\_\_\_  
MILES \_\_\_\_\_ J/M/L # \_\_\_\_\_  
TOTAL \_\_\_\_\_ TRIP CHARGE \$ \_\_\_\_\_

**INSPECTION CHECKLIST**

REFRIGERANT		EQUIPMENT	
TYPE _____	SYSTEM _____	CHANGED OUT (OR REPLACED)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
REFRIG. _____	QTY. _____	DISMANTLED?	YES <input type="checkbox"/> NO <input type="checkbox"/>
RECOVERED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	REFRIGERANT DISPOSAL	YES <input type="checkbox"/> NO <input type="checkbox"/>
RECYCLED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	OWNER'S INITIALS	ACCEPTED _____ DECLINED _____
RECLAIMED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY. _____	QTY. _____
RETURNED TO THIS SYSTEM?	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY. _____	QTY. _____

LABOR CHARGES: 2 x 4 HRS. @ \_\_\_\_\_ AHR. # \_\_\_\_\_  
TECHNICIAN SIGNATURE: *[Signature]* CERTIFICATE NO. \_\_\_\_\_  
TOTAL OTHER CHARGES: \_\_\_\_\_  
SUBTOTAL: \_\_\_\_\_  
INSP. CHARGES: \_\_\_\_\_  
TRIP CHARGE: \_\_\_\_\_  
TAX: \_\_\_\_\_  
TOTAL DUE: \_\_\_\_\_

I HEREBY AUTHORIZE THE ABOVE WORK TO BE DONE AS SO ORDERED AND OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL COMPLETE PAYMENT HAS BEEN MADE. IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER HAS THE RIGHT TO REMOVE EQUIPMENT AND MATERIAL WITHOUT BEING HELD RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THE REMOVAL OF EQUIPMENT.

AUTHORIZED SIGNATURE: *[Signature]*

ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY. X \_\_\_\_\_ DATE \_\_\_\_\_