

## **INVITATION FOR BIDS**

### **REBID CONTRACT NO. NBPA-PARC-MT-112018R PARKING ACCESS AND REVENUE CONTROL SYSTEM INSPECTION, REPAIR, AND MAINTENANCE AT NEW BRUNSWICK PARKING AUTHORITY**

Sealed Bids for the New Brunswick Parking Authority (NBPA) and titled Parking Access and Revenue Control System Inspection, Repair, and Maintenance at the New Brunswick Parking Authority as found in Contract No. NBPA-PARC-MT-112018R shall be submitted to the NBPA's Administrative Office, 106 Somerset Street 6<sup>th</sup> FL, New Brunswick, New Jersey 08901, until 2:00 p.m., local time, Wednesday, January 16, 2019 and on this date and place shall be publicly opened and read aloud. Positively no bids shall be received after 2:00:00 p.m.

The OWNER assumes no responsibility whatsoever in connection with any defects arising out of the issuance of the Bid Documents. Use of UPS, US Mail or other delivery services may delay delivery. Late bids, late request for modifications will not be considered. The NBPA is not responsible for bids received late and shall not accept any bids that are late if sent by US Postal Service, or delivered by commercial delivery. A Bid must be submitted in a sealed envelope, clearly marked on the outside with the name of the bid, the name of the OWNER, and the name and address of the Bidder.

The work to be performed under this contract consists of providing all skilled technicians, supervision, tools, insurance, parts and expertise to perform inspections, preventative maintenance, and repair services to all components of the Parking Access and Revenue Control System (PARC) manufactured by Datapark, and including, but not limited to fee computers, gates, detector loops, ticket dispensers, validators, pay-in-lane machines, pay-on-foot machines, Automatic Vehicle Identification (AVI) System, the associated communications equipment and software (not including telephone lines and telephone equipment), the host computers and software, and Smart System Transport (SST) for the NBPA at their New Brunswick parking facilities.

The award of this contract shall be made to the responsible bidder that submits the lowest responsive bid meeting the specifications.

Each Bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration shall be granted for any misunderstanding of the material to be furnished or work to be done. The submission of a bid is an agreement with all of the items and conditions set forth herein.

Specification and other Contract Documents may be obtained via download from the New Brunswick Parking authority's website [www.njnbpa.org](http://www.njnbpa.org) under the Public Bids section. All bids must be submitted on these bid documents.

A Pre- Bid Meeting shall be held at 10:00 a.m. on Thursday, January 3, 2019 for interested Bidders. Please assemble at NBPA Administrative Office, 106 Somerset Street 6<sup>th</sup> FL, New Brunswick, New Jersey 08901. Attendance at this meeting is not mandatory, but recommended.

Each bid must be accompanied by a Bid Bond (Section L) in the amount of ten (10%) percent of the total contract price not to exceed \$20,000.00. If a Bidder fails to submit these documents the NBPA may deem the bid non-responsive. The Bid/Proposal Affidavit (Section M) shall also be submitted with each bid.

A Performance Bond (Section B) in the amount of the contract price will be required of the successful Bidder. A Payment Bond (Section C) in the amount of the contract price may also be required.

Where the Bidder is a Corporation, a partnership, or joint venture submitting a bid in response to this Advertisement, shall accompany such a bid with resolution authorizing its proper officers to submit such a bid, authorizing such officers to execute a contract in the event its bid is accepted, and a list of all stockholders holding in excess of ten percent (10%) of corporate stock. Chapter 33 N.J.S.A. 52:25-24.2

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 entitled Exhibit A, Mandatory Equal Employment Opportunity Language for Goods, Professional Service and General Service Contracts.

All bidders will be required to comply with the requirements of N.J.S.A. 52:32-44 (P.L. 2004, c.57) entitled Business Registration Certificate. Contractor must provide a copy of their State Division of Revenue issued Business Registration Certificate prior to the award of a contract NJSA 52:32-44a (1) & (2).

All bidders are required to review and comply with the “Americans with Disabilities Act of 1990”.

All bidders are required to comply with Public Law 2012, c. 25 pertaining to the disclosure of investment activities in Iran

Any Bid which does not fulfill the material requirements of the Bid Documents will be rejected. When it is in the best interest to do so, the Owner reserves the right to select any combination of bids or to award contract in part or whole, and to waive any informalities in or to reject any and all bids.

**BY ORDER OF THE PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK, NEW JERSEY.**

**MITCHELL KARON**  
Executive Director

# TECHNICAL PROVISIONS 1

## GENERAL INFORMATION

### PARKING ACCESS AND REVENUE CONTROL SYSTEM INSPECTION, REPAIR, AND MAINTENANCE AT NEW BRUNSWICK PARKING AUTHORITY

#### **TP-1.01**      **Scope of Work**

##### A. Services

Contractor will perform Hardware Support and Maintenance Services in accordance with the Scope of Work listed below, with respect to the Covered Equipment as set forth in Technical Provisions 2, TP-2 List and Location of Equipment and Technical Provisions 3, TP-3 Spare Parts List.

Contractor shall conduct routine maintenance on a monthly basis with respect to the Covered Equipment as set forth in Technical Provisions 2, TP-2 List and Location of Equipment.

1. Software/PC Support and Maintenance included in annual fee:
  - Configure corrections and minor modifications not to include major reconfiguration of the system
  - All changes to rate tables.
  - All changes to Validations.
  - Back up parameter files after major changes.
  - Support Owner with required updates to Client supplied Antivirus and Firewall programs on an as needed basis.
  - Support Owner to install all Datapark mandated Microsoft Windows/Service Pack updates.
2. Hardware Support and Maintenance (will include all Datapark hardware/equipment as well as gate/barrier mechanisms and proximity/AVI readers and interface devices of any type) included in annual fee:
  - Preventative maintenance visits to be performed on a monthly basis with a report/work ticket sent to Owner after visit.
  - Reactive callouts are to be covered by this service contract Monday through Friday, 6:00am to 6:00pm.
  - All parts/components will be covered except what is specifically excluded by Contractor and submitted with Bid on a separate page labeled "Items/Services NOT Covered", otherwise Owner shall consider it included in contract and annual fee.

- Loaner parts are to be available at no charge to Owner should a part need to be shipped out to be repaired or replaced.
3. Additional Services
    - Reports: A report of “Monthly Preventative Maintenance” shall be submitted to Owner on a regular monthly basis. A report of “Breakdown Repair” shall be submitted to Owner on an as occurs basis.
    - Owner will have Portal access to Autotask service ticketing system.
  4. Assigned Technician
    - Contractor shall provide an assigned technician to the Owner’s properties/equipment for the duration of this contract.
    - When assigned technician is servicing another client or is off-duty, Contractor shall notify Owner of coverage personnel during his/her absence.
  5. Maintenance Exclusions
    - If Maintenance Service does not include certain items Contractor must submit said exclusions with Bid on a separate page labeled “Maintenance Exclusions”, otherwise Owner shall consider it included in contract and annual fee.

B. Response Time

- Regular Business Hours: Monday through Friday 6:00am to 6:00pm; Contractor return call and or be on-site within two (2) hours.
- After Hour Time: Monday through Friday 6:01pm to 5:59am, Saturday and Sunday; Contractor return call within two (2) hours and on-site within four (4) hours if required.
- Holidays: Nationally recognized; Contractor return call within two (2) hours and on-site within four (4) hours if required.

C. The Owner will handle certain basic daily operational and maintenance functions including, but not limited to items such as clearing ticket jams, reloading tickets, automated print head and magnetic head cleaning, realigning or replacing gate arms, etc. And reasonable efforts will be made to resolve basic operational issues before placing a service call.

D. The New Brunswick Parking Authority, hereinafter called the Owner, shall have the unilateral right to order, in writing, changes in the work within the scope of the contract in accordance with General Provisions clause “Changes”.

- E. The Contractor shall be required to provide Bid and Performance Bonds in accordance with sections SP-1.01 Bid Guarantee and SP-1.02 Performance Guarantee.

**TP-1.02 Basis of Award and Preparation of Bid**

- A. The contract shall be awarded to the lowest, responsive and responsible bidder based upon the specification and the amount found in Part VII in Section P.
- B. All line items in Section P must be completed at the time of bid submittal. In preparing its Bid, the Contractor shall not leave any blank line unfilled, including but not limited to contract unit prices. Any blank space shall render the Bid incomplete. The Owner reserves the right to reject any incomplete bid and proceed to the next lowest, responsive, responsible bidder.
- C. In preparing its Bid, the Contractor shall not include with the Bid any stipulations or qualifications. The Owner shall reject any such Bid and proceed to the next lowest, responsive, responsible bidder.

**TP-1.03 Contractor Qualifications**

- A. The Contractor must be a Datapark Authorized Vendor.
- B. The Contractor shall submit with the Bid documents or within 10 days of notification of the Owner its qualifications on Section Q, Experience Questionnaire. If Section Q is not submitted with the bid or within 10 days at the request of the Owner, the Owner shall eject the bid as non-responsive and proceed to the next lowest responsive, responsible bidder.

**TP-1.04 Duration**

- A. This contract shall remain in effect for a period of (1) year beginning with Notice to proceed and may be continued for two (2) additional one (1) year periods at the option of the Owner.
- B. The Owner shall advise the Contractor of the exercise of any renewal option at least thirty (30) days prior to the termination of this contract.

**TP-1.05 Preventative Maintenance Service**

- A. The Contractor shall provide all labor and materials required to provide technical and maintenance service to Owner on a monthly basis as set forth in TP-1.01 Scope of Work, with respect to the equipment set forth in **TP-2.01 List and Location of Equipment**. Monthly reports for preventative maintenance shall be sent directly to the Owner.

- 1) Contractor shall maintain at all times all required licensing requirements, qualifications and authorizations to perform services.
  - 2) Contractor shall keep a history of all work performed on the Covered Equipment, which will be available to Owner on monthly basis for preventative maintenance, per occurrence for repairs, or upon request.
- B. Preventative maintenance may be performed Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Callback service will be provided as requested by Owner according to terms set forth in this document.
- C. Preventative maintenance shall include all tools and materials required to perform proper preventative maintenance per manufacturer specifications.
- D. The Contractor shall also identify problems that may cause damage to the equipment or prevent the equipment from proper operation and notify the Owner in writing with repair/replacement recommendations and estimated costs.
- E. If repairs are needed immediately, the Contractor shall contact the Owner and state the problem and give an estimated cost. Upon approval, the contractor may begin repairs and shall be compensated from the repair rates found in **Section P**.

**TP-1.06 Gate Maintenance and Service Schedule**

- A. The Contractor shall provide all labor and materials to perform preventative maintenance on all ticket gates per the following table. This table shall also be used as a chart to record the service of each gate.

Gate Serial Number:	Configure Module Serial Number:			
Item	Service Frequency	Date	Date	Date
Inspect Cabinet for Vehicular Damage	Every 30 Days			
Check Belt Tension	Every 30 days			
Check Limit Switches	Every 30 days			
Check Speed Reducer Fluid	Every 30 days			
Check and Tighten Nuts, Bolts, and Screws	Every 30 days			
Unplug and Re-Plug Sockets, Cables & Connectors	Every 30 days			
Check Heater and Thermostat	Every 30 days			
Check Power Inputs (max/min)	Every 30 days			
Perform Manual Diagnostics	Every 30 days			
Wash & Wax Cabinet Exterior	Every 3 months			
Spray Omega LCD Controller pins and connections with contact cleaner	Every 3 months			
Spray Configuration Module Connector with contact cleaner	Every 3 months			
Check Loop Frequencies	Every 6 months			
Change V-Belts	Every 6 months			

Check Bearings	Every Year			
Check Loop Sealant	Every Year			
Check/Replace Loop Wires	Every 3 Years			
Replace Gate Cabinet Safety Sticker	Every 3 Years			

- B. Pay special attention to the two (2) bearings in the gate cabinet and the two (2) bearings located between the speed reducer and the output shaft. If these bearings wear out, it will produce excessive wear on the speed reducer.
- C. Compensation for gate preventative maintenance shall be included in the monthly fixed-fee for preventative maintenance.

**TP-1.07 Response Time**

- A. This contract includes 24-hour, seven days a week call back service. The Owner may contact the Contractor at any time to report an equipment failure or malfunction and the Contractor must respond and initiate required corrective action as specified here:
- Regular Business Hours: Monday through Friday 6:00am to 6:00pm; Contractor return call and or be on-site within two (2) hours.
  - After Hour Time: Monday through Friday 6:01pm to 5:59am, Saturday and Sunday; Contractor return call within two (2) hours and on-site within four (4) hours if required.
  - Holidays: Nationally recognized; Contractor return call within two (2) hours and on-site within four (4) hours if required.

The Contractor shall notify the Contract Administrator, or other appropriate individual upon arrival.

- B. If the Contractor fails to respond within the required response times the Owner may, at its option, take one (1) of two (2) steps:
1. Reduce payment at the time of invoice by 20% for each individual job.
  2. Find the Contractor in default of the contract for non-performance as determined by the Owner and terminate in accordance with **GC-1.28A Termination for Default.**

**TP-1.08 Minor Routine Service Calls and Repairs**

- A. The Contractor shall provide all labor and materials to perform routine service calls and subsequent repairs as per TP-1.01 Scope of Work to equipment listed in TP-2.01 List of Equipment as part of the annual contract.

#### **TP-1.09 Non-Routine Service Calls and Repairs**

- A. The Contractor shall provide all labor and materials to perform service calls and subsequent repairs to equipment listed in TP-2.01 List and Location of Equipment.
- B. Repair work started on regular time but finishing on overtime shall be indicated on work tickets and invoices. Repairs work/call-outs on Saturday, Sunday and State Holidays is considered overtime and must have approval from the Owner and shall be considered overtime.
- C. The Owner or its representative shall initiate repair calls. The Contractor shall be provided a list of personnel that can request repairs. The Contractor shall provide job tickets for all repairs and obtain signatures for work performed.
- D. Non-routine and major repairs shall be compensated per an hourly rate found in **Section P**.

#### **TP-1.10 Performance of Work**

- A. If a piece of equipment is removed from operation for repair work, such work shall be performed continuously without stoppage until all work is completed, and the equipment is returned in good, safe, operating condition.
- B. The Contractor shall furnish all parts, and shall maintain a sufficient stock of parts at the New Brunswick Parking Authority to ensure continuous operation. The Owner agrees to allow the Contractor to use any and all of the existing spare equipment to replace any equipment out for repair. Contractor shall within ten (10) days of start of contract furnish a price list, and thereafter whenever Contractor updates the list.
- C. Should the performance of the work be discontinued for any reason, the Contractor shall notify the Owner immediately of its intention to stop work and provide justification.
- D. Any services provided by Contractor outside of the normal preventative maintenance or repair work is considered Extra Work and shall be provided on time-and-material basis according to Contractor's rate as found in Section P. No extra work shall be performed except at the written direction of the Owner.

#### **TP-1.11 Contract Administrator**

- A. The Owner shall assign a Contract Administrator to administer the day-to-day functions and communication between the Owner and the Contractor. The Owner shall submit the name and phone number of the respective Contract Administrator



to the Contractor as well as other management personnel that may have the authority to request work and information.

- B. The Contractor in the course of its work under this contract is responsible to maintain communications and coordination with the Owner.
- C. When contract specifications mention “under the direction of the Owner” or require Owner notification, etc. it is referencing the Contract Administrator or authorized person.
- D. All work requiring the shutdown of the system or any portion thereof must have the prior approval of the Owner.

**TP-1.12 Replacement Parts and materials**

- A. An allowance in **Section P** is provided for parts replacement and/or repair. Work must have prior written authorization of the Owner.
- B. The Contractor shall replace with new parts all defective, worn, or missing parts, when required to maintain proper equipment operation.
- C. The Contractor shall adequately stock spare parts to make standard and routine repairs to equipment under normal operating conditions.
- D. The Owner shall allow the Contractor to use any of the existing spare equipment to replace any equipment out for repair. In the event that all spare equipment is being used, and none is available to replace a damaged piece of equipment, Contractor shall supply loaner equipment, if available, at no additional cost.
- E. Such replacement parts shall be charged at the Contractor’s purchase price, which includes any tax or shipping, plus 10% mark-up for handling. The Contractor shall be required to submit supporting documentation, such as parts invoices, with all invoices.

**TP-1.13 Factory Repairs**

- A. An allowance for repair work by the manufacturer is provided in **Section P**. Work must have prior written authorization of the Owner.
- B. Should it be necessary for the equipment to be sent to an off-site repair facility, Contractor shall furnish and install a replacement unit. Once the original piece of equipment is repaired it shall be reinstalled within 24 hours.
- C. Factory repairs shall be charged at an actual manufacturer’s cost, which includes any tax or shipping, plus 10% mark-up for handling. The Contractor shall be

required to submit supporting documentation from the manufacturer, such as parts invoices, with all invoices.

- D. The Owner may replace any piece of equipment that is deemed as non-repairable by the Contractor or the manufacturer due to wear and tear or any of the exclusions above. Once replacement equipment is purchased it will continue to be covered under this contract, and all manufacturer warranties.

#### **TP-1.14 Software and Hardware Remote Assistance**

- A. The Contractor shall provide assistance to the Owner or the Owner's personnel, via telephone when available throughout the term of this contract. This service shall be provided during Owner working hours, Monday through Friday, 6:00 a.m. to 6:00 p.m. and after hours as required. This will include answering questions about the Management Software, programming the equipment, retrieving data manager reports, clearing alarms, and service or repair information.
- B. The Contractor shall provide assistance via computer communications when available throughout the term of this contract. This service shall be provided during Owner working hours, Monday through Friday, 6:00 a.m. to 6:00 p.m. and after hours as required. This will include loading existing computer with identical software allowing Contractor to perform programming task and monitoring features from Contractor's home office. This will allow Contractor to make corrections that may be causing problems with operation of software.
- C. The following is a list of tasks which Contractor may be required to perform, but not limited to, for software and hardware remote assistance:
  - 1. Database Maintenance
  - 2. Data base backup / Restore
  - 3. Disaster recovery plan / strategy

#### **TP-1.15 Reports and Records**

- A. The Contractor shall provide a work ticket to the owner for each service visit at the time of completion of service. Each work ticket shall include the date of the visit/inspection, service(s) performed in plain language and parts and equipment replaced and/or equipment removed from operation and replaced by a Contractor's unit(s).
- B. To assist the owner in establishing an economic basis for retiring specific items of equipment for service or for other needs, the contractor shall establish and maintain a computerized master list of equipment using the equipment listed in **Technical Provisions 2, Equipment List** as a beginning. The Contractor shall

also establish, maintain, and update a computerized maintenance record for each item of equipment serviced under this contract. These records shall identify the equipment by type, manufacturer, model number, and serial number followed by appropriate work performed on the equipment, and the cost of the replacement parts utilized. Such service shall be at no additional cost to the Owner.

- C. The Contractor shall submit an updated equipment list at least every year, or whenever requested by the Owner at no additional charge to the Owner, detailing the equipment by location, quantity, manufacturer, model, and serial number. The list shall be presented in a hard copy and on a standard size CD in Word Format.
- D. The Contractor shall submit a copy of the maintenance records for each unit every quarter in hard copy and on a standard size CD in Word or Excel Format or another format acceptable to the Owner, or whenever requested by the Owner at no additional charge to the Owner.

#### **TP-1.16 Training**

- A. The Contractor agrees to provide four (4) hours of training to the Owner personnel, for up to six (6) people, (24 hours in total) each year of this contract at no additional cost to the Owner. This training shall be provided on-site at the New Brunswick Parking Authority at the discretion of the Owner and can be broken down into hourly increments.
- B. The Owner reserves the right to request that any such training be either general in nature or specific or a combination of the two at no additional cost to the Owner.

#### **TP-1.17 Communications**

- A. The Contractor must provide a home/office number or an answering service that the Owner can contact or leave a message on a 24-hour basis, seven (7) days a week, for the duration of this contract. Contractor must respond as per the Response Time detailed in this document.
- B. In addition the Contractor must also provide an e-mail address where work requests can be forwarded or other exchanges of information may occur. Contractor must respond as per the Response Time detailed in this document.
- C. The Owner reserves the right to withhold all or part of the monthly payment due to the Contractor until such communication is present, or if the Contractor fails to respond to Owner by the next working day.

#### **TP-1.18 Parking**

- A. Parking area for workers' vehicles will provided at a location or locations as directed by the Owner.

**TP-1.19 Personnel and Supervision**

- A. The Contractor shall provide supervised, fully trained personnel for all phases of this contract.
- B. The Contractor is also fully responsible for the complete and continuous supervision of its subcontractors during the duration of this contract. All services provided by the subcontractor shall be the responsibility of the Contractor.

**TP-1.20 Extra Work Allowance**

- A. Extra work must have prior written authorization of the Owner.

**TP-1.21 Exclusions**

- A. Exclusions from this contract must be submitted by the Contractor with the bid on separate pages clearly marked as “Exclusions”, otherwise they will be assumed to be included as part of the annual maintenance contract by the Owner.

**TP-1.22 Compensation to the Contractor**

- A. The Contractor shall be compensated on a monthly fixed-fee basis for all preventative maintenance, by the owner in accordance with **Section P**. The monthly fixed-fee includes all preventative maintenance, software training, security identification costs, overhead, profit, delivery, storage, burden, insurance, bonding, travel, bench testing, return to stock and maintaining stockroom, and all incidental costs to complete the work. Should the Owner submit payment in full for the year the Contractor will discount the annual fee by 5% for any or all years contract is in effect.
- B. The Contractor shall be compensated for routine repairs performed by the Contractor on a monthly basis for labor and materials as found in **Section P**.
- C. The Contractor shall be compensated for manufacturer’s repairs on a monthly basis for actual manufacturer’s cost, including sales tax, plus 10% mark-up.
- D. The Owner reserves the right to withhold not more than 50% of any payment due for work improperly performed, until such time as the work is corrected. Judgment of the work performance quality is at the discretion of the Owner. The owner shall notify the Contractor of any non-payment in writing.

### **TP-1.23 Shift and Weekend Work**

- A. The Contractor shall conduct all work at such times and in such a manner to ensure the least interference with the traveling public. This may necessitate that the Contractor conducts its operation on an off-shift basis.
- B. Work to be performed under this contract shall be accomplished as found in these specifications. The Owner has the authority to interrupt or alter the work schedule as necessary on a temporary or permanent basis to ensure the least interference with the traveling public or NBPA operations. The Owner shall compensate Contractor for such changes, if required, and in accordance with **Section P**. The Owner shall give the Contractor at least 48 hours notice to any schedule changes except in an emergency situation as determined by the Owner.

### **TP-1.24 Insurance Requirements**

- A. Contractor shall be responsible for indemnifying the Owner, and their authorized officers, directors, agents, employees, volunteers, and representatives for any and all operations authorized under this Contract and as set forth elsewhere in this Contract.
- B. Contractor shall, at its own cost and expense, take out and carry in effect through the term of this Contract (as defined elsewhere in this Contract) a policy or policies of insurance with a reputable insurance company that is financially sound and, when possible, authorized to conduct business in the State of New Jersey and upon whom process in any suit or action or other proceeding in the courts of the State of New Jersey or of the United States may be served, insuring the Contractor against all liability, subject to policy terms, condition and exclusions, for injuries to persons (including wrongful death) and damages to property caused by the Contractor's use and occupancy of the Premises or otherwise caused by the Contractor's activities and operations on said Premises or elsewhere at the NBPA, the policy limits thereof to be in the minimum(s) which may be increased by the Owner, as deemed necessary, as set forth below. Said levels of insurance are to cover claims arising in connection with this Contract and shall not be subject to any degree of depletion as a result of claims arising in connection with other activities by the Contractor.
- C. The Contractor shall be responsible to ensure that all Subcontractors independently carry the minimum insurance requirements or are covered under the Contractor's policies.
  - 1. **Commercial General Liability Insurance**. The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance.

- a. The CGL insurance and, if necessary, commercial umbrella insurance shall be a limit of not less than **One Million Dollars (\$1,000,000) with Two Million Dollars (\$2,000,000) aggregate limit** for each occurrence, which may be increased by the Owner as deemed necessary.
- b. The CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 (or substitute form providing equivalent coverage) and shall cover, but not be limited to, liability arising from Premises, Operations, Independent Contractors and Subcontractors, Products-Completed Operations, Personal Injury and Advertising Injury, and liability assumed under an insured contract, and contained separation of insureds (cross liability) condition. Explosion, Collapse, and Underground Property Damage Liability shall not be excluded.
- c. The CGL insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. If the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- d. The CGL insurance shall also be written to include CG 20 37 07 04 Additional Insured – Owners, lessees or Contractors – Completed Operations, and CG 20 10 07 04 Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization.
- e. Waiver of Subrogation. Contractor waives all rights against the New Brunswick Parking Authority and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the CGL or umbrella liability insurance obtained by the Contractor pursuant to this Contract.
- f. Additional Insureds Endorsement. The CGL and, if necessary, commercial umbrella insurance shall be endorsed to identify the New Brunswick Parking Authority and their authorized officers, directors, agents, employees, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.
- g. Cancellation, Material Changes, or Non-Renewal Endorsement. The CGL and, if necessary, commercial umbrella insurance shall be endorsed to provide the Owner with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice in writing , of

cancellation, non-renewal, or material change. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.

2. Commercial Automobile Liability Insurance

- a. The Contractor shall maintain automobile liability insurance and, if necessary, commercial umbrella liability insurance with limits, which may be increased by the Owner, as deemed necessary, as set forth below:
  - 1) Non-Restricted Areas (Areas accessible to the General Public). A limit of not less than One Million Dollars (\$1,000,000) with Two Million Dollars (\$2,000,000) aggregate limit for each accident.
- b. Such insurance shall cover liability arising out of any auto. If the Owner does not own automobiles, then coverage, at a minimum, shall be for non-owned and hired autos.
- c. Waiver of Subrogation. Contractor waives all rights against the New Brunswick Parking Authority and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by the Contractor pursuant to this Contract or under any applicable auto physical damage coverage.
- d. Designated Insured Endorsement (Additional Insured). The automotive liability insurance, and, if necessary, commercial umbrella insurance shall be endorsed to identify the New Brunswick Parking Authority and their authorized officers, directors, agents, employees, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.
- e. Cancellation, Material Changes, or Non-Renewal Endorsement. The automotive liability insurance and, if necessary, commercial umbrella insurance shall be endorsed to provide the Owner with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice in writing, of cancellation, non-renewal, or material change. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.

3. Worker's Compensation and Employer Liability Insurance. Contractor shall maintain workers' compensation and employer's liability insurance.
  - a. Worker's Compensation. Coverage shall be at statutory limits as required by the laws of the State of New Jersey.
  - b. Employer's Liability. The commercial umbrella and/or employers liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease, which may be increased by the Owner as deemed necessary.
  - c. Waiver of Subrogation Endorsement (WC 00 03 13). Contractor waives all rights against the New Brunswick Parking Authority and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by the Contractor pursuant to this Contract. The Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver which must be provided to the Administration in accordance with Paragraph H. Evidence of Insurance.
  - d. Cancellation, Material Changes, or Non-Renewal Endorsement. The Workers' Compensation and Employer's liability insurance and, if necessary, commercial umbrella insurance shall be endorsed to provide the Owner with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice in writing , of cancellation, non-renewal, or material change. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.
4. Inland Marine Coverage. Contractor is required to have inland marine coverage to protect and indemnify the Owner against physical damage to property owned by the Parking Authority while in care, custody and control of Contractor. Coverage should be on an all risk basis with an A rated admitted carrier in the state of New Jersey. Coverage should be extended while on Owner's premises or any location where the Contractor would perform service or repair to Parking Authority equipment and while property/equipment is in transit also.
5. Other Insurance. Other insurance may be required during the term of this Contract, as determined by the Owner and the Contractor shall obtain such additional insurance required by the Owner at its own cost and expense within forty-five (45) days after receipt of written request by the Owner.



- D. Self-Insured Retention (SIR) or Deductible. The use of a SIR or deductible is allowed. The limits of the SIR or deductible must be approved by the Owner.
- E. Insurance Company's Financial Rating. For those insurance companies subject to A.M. Best's ratings, they shall have an A.M. Best's rating of A- or better and a financial size category of VII or better. For those companies not subject to A.M. Best's ratings, they shall have a nationally or internationally recognized reputation and responsibility shall be approved by the Owner with such approval not to be unreasonably withheld.
- F. Insurance shall be written on an occurrence, not claims made basis. Professional Liability Insurance and Environmental Impairment Liability Insurance, if required in this Contract, shall be on claims-made basis.
- G. Required Endorsements
1. Additional Insureds Endorsement. All policies except workers' compensation and professional liability, shall be endorsed to identify the New Brunswick Parking Authority, and their authorized agents, officers, agents, employees, directors, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.
  2. Designated Insured Endorsement (Additional Insured). The automotive liability insurance and, if necessary, commercial umbrella insurance shall be endorsed on ISO endorsement form CA 20 48 (or substitute form providing equivalent coverage) to identify the New Brunswick Parking Authority, and their authorized agents, officers, agents, employees, directors, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.
  3. Cancellation, Material Changes, or Non-Renewal Endorsement. All policies shall be endorsed to provide the Owner with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice, in writing, of cancellation, non-renewal, or material change. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.
- H. Evidence of Insurance
1. Prior to the commencement of this Contract, unless otherwise specifically authorized by the Owner in writing, and at least annually thereafter, and as soon as possible after renewal but no later than five (5) business days after said renewal, the contractor agrees to furnish the Owner with certificate(s)

of insurance and the required endorsement(s) referenced herein, executed by a duly authorized representative of the insurer, showing compliance with the insurance requirements of this Contract.

- a. Each certificate of insurance shall provide for thirty (30) days written notice to the Owner prior to the cancellation, non-renewal, or material change of any referred to herein.
- b. The words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted from the cancellation provision of all certificates of insurance provided by the Contractor or duly authorized representative of each insurer.
- c. Certificate(s) of insurance shall indicate at a minimum; type, kind, and amount of insurance in effect, the period of the policies, the Contract Number of this Contract, and any applicable additional insured statement as referred to herein.
- d. If commercial umbrella or excess policies are obtained by the Contractor to meet the required limits of insurance, then the certificate of insurance **must** indicate the policies covered by said umbrella or excess policies.
- e. Required endorsements and certificate(s) of insurance shall be issued to:

Mitchell Karon, Executive Director  
New Brunswick Parking Authority  
106 Somerset Street 6<sup>th</sup> FL  
New Brunswick, NJ 08901

2. The Owner reserves the right to obtain relevant endorsements, declaration pages, and/or a complete copy of the insurance policy(s) from the Contractor, evidencing the coverage required herein, upon written demand. The Contractor shall provide certified copies of the required items within ten (1) business days of the Owner’s written request for said copies. The Owner shall deem such information confidential commercial and/or confidential financial. All policies and declaration pages shall be returned to the Contractor upon review and acceptance by the Owner.
  - I. In no event will any insurance referred to herein be cancelled by the Contractor without the prior written consent of the Owner.
  - J. The failure of the Owner at any time or from time to time, to enforce the insurance provisions, to demand such certificate or other evidence full compliance

with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the Owner harmless with respect to any items of injury or damage covered by this Contract.

- K. Failure to maintain the insurance required by this Contract shall be the basis for the immediate termination of this Contract at the Owner's option.
- L. No Representation of Coverage Adequacy. By requiring insurance herein, the Owner does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on the Contractor's liability under the indemnities granted to the Owner in this Contract.
- M. As indicated above, the contractor may use commercial umbrella liability insurance so that the Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract.
- N. The Owner reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in the Owner's reasonable judgment, the insurance required by this Contract is deemed inadequate to properly protect the Owner's interest. The Contractor agrees that it will adjust such insurance requirement, and if necessary, those of its Subcontractors, at its own cost and expense within forty-five (45) days after receipt of written request from the Owner.
- O. Incidents. To the extent of the Contractor's knowledge, the Contractor shall send a written report to the Owner within twenty-four (24) hours or as soon as possible, but no more than four (4) business days, of the Contractor's receipt of any knowledge of any accident or other event arising in any manner from the performance of the Contract which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind. A copy of the report shall be sent to:

Mitchell Karon, Executive Director  
New Brunswick Parking Authority  
106 Somerset Street 6th FL  
New Brunswick, NJ 08901

## TECHNICAL PROVISION 2

### Equipment List

**CONTRACT NO. NBPA-PARC-MT-042015  
PARKING ACCESS AND REVENUE CONTROL SYSTEM  
INSPECTION, REPAIR, AND MAINTENANCE  
AT  
NEW BRUNSWICK PARKING AUTHORITY**

#### **TP-2.01 List and Location of Equipment**

##### **A. PARC Equipment – Paterson Deck**

<b>Paterson</b>		
QYT	PART NUMBER	DESCRIPTION
3	DP7001M-BC	Datapark Pay Station W/ Bill Accept, Three Bill Dispensers, Credit Card Insert Reader, Scanner, and Intercom
2	DP5900-BC	Datapark Entry Station with AWID Max Prox Reader, Intercom, Scanner, and CC Insert Reader.
2	DP5800-BC	Datapark Exit station with AWID Max Prox Reader, Intercom, Scanner, and CC Reader
6		HUB Micro Drive Barrier Gate w/Articulating Arm
1	DP11000	Datapark DP11000 Software Includes Revenue, Count, Reporting, Central Credit Card, Access Control and Web Validation. Hardware maintenance for Dell R310 Server
1		Datapark Fee Computer - Complete Cashier Station Combo
2	DP1400 Series	Datapark DP1400 Series with Controller, Pedestal, AWID Max Prox Reader and Intercom

##### **C. PARC Equipment – Lower Church Street Deck**

<b>LCSD</b>		
QYT	PART NUMBER	DESCRIPTION
2	DP7001M-BC	Datapark Pay Station W/ Bill Accept, <b>Three</b> Bill Dispensers, Credit Card Insert Reader, Scanner, and Intercom
2	DP5900-BC	Datapark Entry Station with AWID Max Prox Reader, Intercom, Scanner, and CC Insert Reader.
2	DP7100-BC	Datapark Pay Station with CC Insert Reader, Scanner, and Intercom
2	DP5800-BC	Datapark Exit station with AWID Max Prox Reader, Intercom, Scanner, and CC Reader
4		HUB Micro Drive Barrier Gate w/Articulating Arm
1	DP11000	Datapark DP11000 Software Includes Revenue, Count, Reporting, Central Credit Card, Access Control and Web Validation. Hardware maintenance for Dell R310 Server

### D. Main Office Equipment

Main Office		
QTY	PART NUMBER	DESCRIPTION
1		Datapark DP11000 Software, includes Revenue, Count, Reporting, Central Credit Card, Access Control, and Web Validation. Hardware maintenance for Dell R310 Server
1		Web Validation Server . Hardware maintenance for Dell R310 Server

### E. PARC Equipment – Wellness Deck

Wellness		
QTY	PART NUMBER	DESCRIPTION
2	DP7001M-BC	Datapark Pay Station W/ Bill Accept, <b>Three</b> Bill Dispensers, Credit Card Insert Reader, Scanner, and Intercom
2	DP5900-BC	Datapark Entry Station with AWID Max Prox Reader, Intercom, Scanner, and CC Insert Reader.
1	DP7100-BC	Datapark Pay Station with CC Insert Reader, Scanner, and Intercom
2	DP5800-BC	Datapark Exit station with AWID Max Prox Reader, Intercom, Scanner, and CC Reader
4		HUB Micro Drive Barrier Gate w/Articulating Arm
1	DP11000	Datapark DP11000 Software Includes Revenue, Count, Reporting, Central Credit Card, Access Control and Web Validation. Hardware maintenance for Dell R310 Server
1		Datapark Fee Computer – complete cashier station combo

### F. PARC Equipment – Plum Street Deck

Plum		
QTY	PART NUMBER	DESCRIPTION
4	DP7001M	Pay on Foot Machine W/ Bill Accept, Three Bill Dispense, Credit Card Imaging Scanner and Customer NBPA Overlay & Insert CC Reader
2	DP5900-BC	Datapark Entry Station with AWID Max Prox Reader, Intercom, Scanner, and CC Insert Reader.
3	DP5800-BC	Datapark Exit station with AWID Max Prox Reader, Intercom, Scanner, and CC Reader
5		HUB Micro Drive Barrier Gate w/Articulating Arm
1	DP11000	Datapark DP11000 Software Includes Revenue, Count, Reporting, Central Credit Card, Access Control and Web Validation. Hardware maintenance for Dell R310 Server
1		Datapark Fee Computer - Complete Cashier Station Combo

### G. PARC Equipment – Gateway Deck

Gateway		
QTY	PART NUMBER	DESCRIPTION
4	DP7001M-BC	Datapark Pay Station W/ Bill Accept, <b>Three</b> Bill Dispensers, Credit Card Insert Reader, Scanner, and Intercom
2	DP5900-BC	Datapark Entry Station with AWID Max Prox Reader, Intercom, Scanner, and CC Insert Reader.
3	DP7100-BC	Datapark Pay Station with CC Insert Reader, Scanner, and Intercom
2	DP5800-BC	Datapark Exit station with AWID Max Prox Reader, Intercom, Scanner, and CC Reader
4		HUB Micro Drive Barrier Gate w/Articulating Arm
1	DP11000	Datapark DP11000 Software Includes Revenue, Count, Reporting, Central Credit Card, Access Control and Web Validation. Hardware maintenance for Dell R310 Server
1		Datapark Fee Computer – complete cashier station combo

## H. PARC Equipment – New Street Deck

Plum		
QYT	PART NUMBER	DESCRIPTION
3	DP7001M	Pay on Foot Machine W/ Bill Accept, Three Bill Dispense, Credit Card Imaging Scanner and Customer NBPA Overlay & Insert CC Reader
3	DP5900-BC	Datapark Entry Station with AWID Max Prox Reader, Intercom, Scanner, and CC Insert Reader.
3	DP5800-BC	Datapark Exit station with AWID Max Prox Reader, Intercom, Scanner, and CC Reader
6		HUB Micro Drive Barrier Gate w/Articulating Arm
1	DP11000	Datapark DP11000 Software Includes Revenue, Count, Reporting, Central Credit Card, Access Control and Web Validation. Hardware maintenance for Dell R310 Server

## I. PARC Equipment – Paterson Deck

Paterson		
QYT	PART NUMBER	DESCRIPTION
1	DP7001M-BC	Datapark Pay Station W/ Bill Accept, Three Bill Dispensers, Credit Card Insert Reader, Scanner, and Intercom
2	DP5900-BC	Datapark Entry Station with AWID Max Prox Reader, Intercom, Scanner, and CC Insert Reader.
2	DP5800-BC	Datapark Exit station with AWID Max Prox Reader, Intercom, Scanner, and CC Reader
6		HUB Micro Drive Barrier Gate w/Articulating Arm
1	DP11000	Datapark DP11000 Software Includes Revenue, Count, Reporting, Central Credit Card, Access Control and Web Validation. Hardware maintenance for Dell R310 Server
1	Datapark7100-BC	Datapark Paystation with CC Insert Reader, Scanner, and Intercom
2	DP1400 Series	Datapark DP1400 Series with Controller, Pedestal, AWID Max Prox Reader and Intercom

## J. PARC Equipment – Software / Reports/ Other

Software upgrades and licensing fees shall be the responsibility of the Contractor.

Detailed Batch Credit Card report on the individual servers.

Web Validation Usage Report on the Web Validation site.

On Web Reporting Manager:

- AllFee
- Amounts
- Card Duration Report
- CardsNotUsed

- CardUsageReport
- Occupancy Report
- SelFee\_2\_0
- WebValidationUsage

As well as other reports on the Web Reporting site and others as requested by the owner that may be needed during the length of the agreement on a regular basis.

K. Motorola MK500 Web Validators  
35 units at various locations.

## **TECHNICAL PROVISION 2**

**CONTRACT NO. NBPA-PARC-MT-112018  
PARKING ACCESS AND REVENUE CONTROL SYSTEM  
INSPECTION, REPAIR, AND MAINTENANCE  
AT  
NEW BRUNSWICK PARKING AUTHORITY**

**TP-3.01 Spare Parts List**

- A. As requested by owner to be stored at NBPA premises. Contractor will provide to owner a list of parts that are not covered in the agreement at a 40 - 50% discount on parts.
- B. Loaner parts may be made available at no charge to owner should a part need to be shipped out for repair or replacement.



**CONTRACT NO. NBPA-PARC-MT-112018**  
**PARKING ACCESS AND REVENUE CONTROL SYSTEM**  
**INSPECTION, REPAIR, AND MAINTENANCE**  
**AT**  
**NEW BRUNSWICK PARKING AUTHORITY**

**SECTION IB - INSTRUCTIONS TO BIDDERS**

**IB-1.01 PROPOSAL**

- C. Bid forms are provided herewith.
- D. The bidder shall fill in all blank spaces in the bid form using ink or typewriter and sign the same in ink. Erasures or other changes in the bid must be explained or noted with the initials of the bidder. Bids containing any changes, conditions, omissions, unexplained erasures or alteration, or any item not called for in the proposal, or irregularities of any kind shall be cause for rejection by the New Brunswick Parking Authority, (Owner).
- C. All of the following items shall be submitted or the bid will be rejected:
  - 3. Bid Proposal Form, Section P.
  - 4. Non-Collusion Affidavit
  - 5. In accordance with NJSA 40A:11-21, a bid bond of a type acceptable to the Owner issued by a surety licensed in the State of New Jersey, or a certified or cashier's check payable to the New Brunswick Parking Authority, such bid bond or check to be in the amount of 10% of the bid (if alternates are included, 10% of the base bid and the highest alternate bid), but not in excess of \$20,000.00.
  - 6. A disclosure statement executed in the form included herein, pursuant to NJSA 52:25-24.2 (Chapter 33 of the Public Laws of 1977)

When required submit the following:

- 7. In accordance with Paragraph M, a Consent of Surety of a type acceptable to the Owner. Consent of Surety is required even if a check is submitted in lieu of a Bid Bond.

Documents will be referred to the appropriate staff for review and approval as to conformity with these instructions and with New Jersey law.

- D. Conditional bids shall not be accepted. Multiple bids are not permitted.
- E. The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the proposal form. In case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of a partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act in full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State. In case of a corporation, the name and address of the corporation's registered agent shall be included at the end of these instructions.
- F. Prices must be submitted in figures. Should there be a mathematical error, discrepancy or inconsistency in the extended figures, the unit prices as stated in the proposal shall govern. The owner reserves the right to make all corrections based upon the foregoing, and comparison of all bids will be based upon the correct total as calculated from the unit prices.
- G. Bids must be enclosed in a sealed opaque envelope with the name of the bidder and the name of the project marked on the outside as follows:

To: Mitchell Karon, Executive Director  
New Brunswick Parking Authority  
106 Somerset Street 6<sup>th</sup> FL  
New Brunswick, NJ 08901

Proposal for: (list project name here)

Submitted by: (Name of Bidder)

- H. Submission and opening of Bids

Time: Hour: 2:00:00 PM  
Date: January 16, 2019

Place: NBPA Administrative Office  
Gateway Building  
106 Somerset Street 6<sup>th</sup> FL  
New Brunswick, NJ 08901

- I. Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the bid opening. No right to withdraw a bid shall exist after the time specified for opening of the bids has arrived. Any withdrawal of a bid after bid opening must be consented to by the Owner.
- J. At the time fixed, bids will be opened and read publicly.
- K. The proposal guarantee of all bidders except the three apparent lowest responsible bidders, will be returned within ten days after the opening of the bids, Sundays and holidays excepted. The proposal guarantee of the remaining unsuccessful bidders will be returned within three days, Sundays and holidays excepted, after award of a contract and approval of the contractor's performance bond.
- L. The proposal guarantee of the successful bidder shall be forfeited if the bidder fails to execute the contract and furnish the required bonds (if any) in the form specified herein from a corporate surety authorized to do business in the State of New Jersey, within ten days, Sundays and holidays excepted, after notification of the award of contract.
- M. If required, any bidder submitting a bid shall also submit a certificate from a surety company (consent of surety) for a New Jersey licensed surety stating that it will provide the bidder with a performance bond in the full amount (100%) of the bid which amount shall be specified in said certificate. The performance bond that is the subject of the certificate shall be for the faithful performance of all terms of the contract. The consent of surety and the bonds shall be in substantially the same form included in these Instructions.
- N. All bidders shall be required to comply with NJSA 10:5-31 et seq. (PL 1975, c127) and NJAC 17:27-1.1 et seq., concerning affirmative action, and any amendment thereto, and shall also comply with the requirements contained in the "Affirmative Action/Employment

Goal Compliance Attachment to Bid Instruction” appended to these Instructions, with the requirements of the American with Disabilities Act, 42 USC 12101 et seq., and with all applicable federal and state occupational safety and health legislation and regulations.

- O. The Owner reserves the right to make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and a bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any and all bids if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### **IB-1.02 AWARD OF CONTRACT**

- A. A contract will be awarded to the lowest responsible bidder whose bid complies with the specifications provided that in the judgment of the Owner, it is reasonable, within available funds and in the interest of the Owner. The award will be made or the bids will be rejected within 60 days after the opening of the bids.
- B. The Owner reserves the right to award on any schedule or combination thereof with or without any alternates. The low bid may be base bid only or base bid combined with any alternates.
- C. The Owner shall notify the successful bidder by sending Notice of Award within ten days. After receipt of said Notice, the successful bidder shall execute and deliver to the Owner the Contract, Bonds, evidence of insurance and any other documents required in these Instructions or the specifications. Failure to do so shall result in forfeiture of the security previously deposited with the bid. In addition, the Owner may elect to recover from the successful bidder damages caused by such failure.

### **IB-1.03 REJECTIONS**

In accordance with NJSA 40A:11-24, all contracts will be awarded or all bids will be rejected within sixty (60) days of the receipt of bids. The Owner reserves the right to waive any immaterial defect or informality in any bid, where it is deemed to be in the interest of the Owner to do so. Bids may be rejected for the following reasons:

- (a) Cost Estimates  
All bids may be rejected when the lowest bid substantially exceed Cost Estimates for the project.
- (b) Abandonment  
All bids may be rejected when the Owner abandons the project.
- (c) Revisions  
All bids may be rejected when the specifications are substantially revised.
- (d) Provisions of Law  
All bids may be rejected when the purposes and/or provisions of law are violated.
- (e) State Contract  
All bids may be rejected when the owner decides to use the State Contract for the goods or services needed.
- (f) Availability of Funds  
Pursuant to the statutory requirements, any contract resulting from this bid shall be subject to the availability of sufficient funds annually.
- (g) Multiple Bids Not Allowed (Not Covered by Statute)  
More than one bid from and individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- (h) Unsatisfactory Past Performance (Prior Negative Experience)  
(40A:11-4b)  
Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Owner in an unacceptable manner, may be rejected.
- (i) Failure to Enter Contract (40A:11-24b)  
Should a bidder, to whom the contract has been awarded, fail to enter into a contract within 21 days, Sundays and Holidays excepted, the Owner may then, at its option, retain the bidder's bid deposit/bond and accept the bid of the next lowest responsible bidder.

#### **IB-1.04 QUANTITIES**

Unless otherwise indicated, the quantities listed in the specification or on the proposal form are approximate and are for the purpose of canvassing for bids. The Owner does not guarantee to purchase any definite quantities; however, it intends to purchase all of the Owner's requirements for the specified items during the term of the contract. The quantities purchased by the Owner are limited to the amount of monies budgeted for the same under New Jersey Statutes. Payment to the contractor will be made only for the actual quantities of items furnished in accordance with the contract and it is understood that the estimate of quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.

#### **IB-1.05 MANUFACTURER, BRAND NAMES**

The name of any manufacturer, trade name, or manufacturer or vendor model number or catalogue number mentioned in the specifications is for the purpose of designating a standard of quality and type and for no other. Even though a particular manufacturer's name or brand is mentioned, bids will be considered on other brands or on product of other manufacturers which may be comparable and equivalent in quality, and suitable to the Owner's needs. When the responding bid may differ from the requirements set forth in the specifications, the bidder shall indicate clearly the product on which he is bidding; shall describe each variation in detail, referring to the paragraph and specifications to which the variation will apply; and shall supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer mentioned in the specifications. Catalogue cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.

#### **IB-1.06 INSPECTION**

All Materials, equipment, supplies and/or services delivered to or performed for the Owner shall be subject to final inspection and/or testing by the Owner or by other testing laboratories as the Owner may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, the Owner may reject all or any part of the materials, supplies, or services to be provided under this contract.

### **IB-1.07 DELIVERY**

All materials, supplies, equipment and vehicles shall be shipped FOB the New Brunswick Parking Authority, unloaded, inside delivery and debris removed. The Owner will not pay freight or express delivery charges. Deliveries will be made during normal business hours at the location specified on the Purchase Order or Contract unless other arrangements have been made and agreed to by the Owner.

### **IB-1.08 ABANDONMENT, DELAY AND LATE DELIVERY**

- A. If the work that is to be done under this contract is abandoned by the contractor or if at any time the Owner shall certify in writing to the Board of Commissioners that the performance of the contract is unnecessarily or unreasonably delayed, or that the contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or is performing unsatisfactorily, or not in accordance with the terms hereof, the Owner may annul the contract or any part thereof by written notice served upon the contractor, and the Owner may thereupon have the power to contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the contractor.
- B. The cost and expense so charged shall be deducted from and paid by the Owner out of such monies as may be due or become due to the contractor under and by virtue of the contract. In case such expense shall exceed the amount that would have been completed by the contractor, he or his surety shall pay the amount of such excess to the Owner.
- C. In the event of late delivery or other failure of the bidder to conform to the requirements of the specifications, liquidated damages may be assessed if set forth in said specifications.

### **IB-1.09 PREVAILING WAGE RATES & PUBLIC WORKS CONTRACTOR REGISTRATION**

NOT APPLICABLE

### **IB-1.10 DEBARMENT**

If a Contractor/Vendor is found to be in violation of Items #7 & 8 above, the Board of Commissioner upon the recommendation of the Owner, may prohibit the Contractor/Vendor so adjudicated from doing business with the Owner for a period of five (5) years (NJSA 40A:11-4 et al).

### **IB-1.11 INDEMNITY**

By submitting a bid, bidder agrees that, if it is the successful bidder, it will indemnify and hold the Owner harmless from and against all liability and expenses, including attorneys' fees, howsoever arising or incurred, alleging damage to property or injury to or debt to any person arising out of or attributable to the bidder's performance or non-performance of the contract awarded, or arising out of the bidder's non-compliance with prevailing wage laws, the Americans with Disabilities Act and any federal or state occupational safety or health legislation or regulation.

### **IB-1.12 INSURANCE**

Bidders are to refer to the Insurance Requirements specified in the Technical Provisions TP-1.24.

### **IB-1.13 CONTRACT DOCUMENTS**

The contract documents shall consist of the Advertisement for Bids, the bid proposal form(s) and all other bid forms, these Instructions to Bidders, the specifications, and such affidavits or certifications as may be required in the specifications, along with all addenda issued prior to execution of the contract, and the contract itself.

In the event that any clarification or modification of the contract documents is determined to be necessary by the Owner, and addendum to the specifications will be issued and communicated in accordance with the requirements of the New Jersey Local Public Contracts Law. The Owner will not give verbal interpretations of the specifications. In the event any such interpretations are given, they shall be considered invalid.



#### **IB-1.14 MISINTERPRETATION OF CONTRACT DOCUMENTS**

The successful bidder shall make no claim for additional payment or other concessions because of any misinterpretation or misunderstanding of the contract documents on his part or because of any failure to fully acquaint himself with any condition or provision of the contract documents.

#### **IB-1.15 INQUIRIES**

All questions and information pertaining to the issuance of this document shall be directed in writing only to:

Mitchell Karon, Executive Director  
New Brunswick Parking Authority  
106 Somerset Street 6<sup>th</sup> FL  
New Brunswick, NJ 08901  
(732)937-9262 Fax  
[mkaron@njbpa.org](mailto:mkaron@njbpa.org)

#### **IB-1.16 OBJECTIONS TO THE SPECIFICATIONS**

Any and all objections to the bid specifications must be in writing to the Owner, Mitchell Karon, Executive Director, three (3) days prior to the bid opening. Failure to do so will result in the non-consideration of said objections.

**CONTRACT NO. NBPA-PARC-MT-112018  
PARKING ACCESS AND REVENUE CONTROL SYSTEM  
INSPECTION, REPAIR, AND MAINTENANCE  
AT  
NEW BRUNSWICK PARKING AUTHORITY**

**SECTION SP – SPECIAL PROVISIONS**

**SP-1.01 BID GUARANTEE**

- A. Each Bid or Proposal shall be accompanied by a bid guarantee (Section L) in the amount of ten (10) percent of the total contract price for an amount not to exceed \$20,000.00. A Proposal or Bid shall not be considered unless accompanied by a bid guarantee.
- B. The Bid guarantee shall be returned to the Contractor as soon as the contract is approved by the appropriate sourced and executed by the Owner, or as otherwise determined by the Owner.

**SP-1.02 PERFORMANCE GUARANTEE**

- A. The selected Contractor may be required to execute and deliver to the Owner, prior to execution, a Performance Guarantee, in the amount equal to at least 100% of the total contract price. The selected Contractor shall deliver the guarantee to the Owner upon request and prior to the execution by the Owner. If a Contractor fails to deliver the required Performance Guarantee, the Contractor's bid shall be rejected, its bid security may be enforced, and award of the contract may be made to the next lowest responsive and responsible bidder.
- B. The selected Contractor shall maintain such Performance Guarantee for the entire term of the contract, to include any extension thereto. The Performance Guarantee may be issued for a one (1) year period; provided, however, that the said bond shall then be renewed annually at least 60 days prior to the anniversary of the contract's effective date for each year of the contract term. One (1) form of Performance Guarantee may be substituted for another form of Performance Guarantee during the contract term at the option of the selected Contractor; provided there shall not be any lapse of Performance Guarantee throughout the complete term of the contract.
- C. This Performance Guarantee assures performance of the contract by the selected Contractor and the payment to the Owner of all required fees, and

shall be subject to claim in full or in part by the Owner in the event of default by the selected Contractor for failure to perform fully the contract.

- D. In the event said Performance Guarantee is not provided 60 days prior to the anniversary of the contract's effective date for following contract years Contractor shall be in default and the selected Contractor's contract may be terminated.
- E. NOTE: This provision shall in no way bind the bonding agent or surety to this contract or prime contractor for the duration. Prime contractor may change surety or the surety may cancel according to the agreement between surety and prime contractor. This section only is intended to make the contractor responsible for bonding protection.

### **SP-1.03 Delivery of Bids**

The Contractor shall submit each bid in a sealed envelope plainly marked to indicate its contents. When sent by mail, the sealed bid must be addressed to the owner at the address and in care of the official in whose office the bids are to be received. All bids shall be filed prior to the time and at the place specified in the Invitation for Bids. Bids received after the time for opening of bids will be treated in accordance with the provision of SP-1.10 Late Bids, Late Withdrawals, and Late Modifications.

### **SP-1.04 Communications and Interpretations – Prior to Bid Opening**

- A. Any information regarding the requirements or the interpretation of any provision of the General Conditions, Special and Technical Provisions, or any part of the bidding documents shall be requested, in writing, from the Owner, and delivered no later than 2:00 PM on Monday, January 7, 2019, which is seven (7) business days prior to the scheduled date of bid opening. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda, or by written notice sent to all prospective bidders. DO Not Make Verbal Inquiries.
- B. Any and all objections to the bid specifications must be in writing to the Owner, Mitchell Karon, Executive Director, three (3) days prior to the bid opening. Failure to do so will result in the non-consideration of said objections.
- C. Any verbal interpretations or oral pre-bid statements made by Owner employees or their representatives shall not be binding upon the Owner.

### **SP-1.05 Addendum to Invitation for Bids**

Each addendum to an Invitation for Bids shall be in writing and identified as such. Unless otherwise provided the bidder shall acknowledge receipt of all addenda.

### **SP-1.06 Pre-Opening Withdrawal of Bid**

- A. Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids, before the time and date set for bid opening.
- B. If a bid/proposal is withdrawn in accordance with this regulation, the bid security, if any, shall be returned to the bidder/offeror.

### **SP-1.07 Late Bids and Late Withdrawals**

- A. Any bid/proposal received at the place designated in the solicitation after the time and date set for receipt of bid/proposal is late. Any request for withdrawal received at the place designated in the solicitation after the time and date set for receipt of bid/proposal is late.
- B. A late bid/proposal, or late request for withdrawal may not be considered. Late bids/proposals will be returned to the bidder/offeror unopened. Upon written approval of the Owner, exceptions may be made when a late bid/proposal, or withdrawal is received before contract award, and the bid withdrawal would have been timely but for the action or inaction of the Owner personnel directing the procurement activity or their employees.

### **SP-1.08 Opening and Recording of Bids**

- A. Bids shall be opened publicly, at the time, date and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available. This information also shall be recorded at the time of bid opening. The bids shall be tabulated or a bid abstract made. The opened bids shall be available for public inspection at a reasonable time after bid opening but in any case before contract award except to the extent the bidder designated trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Price, make, and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available at a reasonable time after bid opening but in any event before

contract award regardless of any designation to the contrary at the time of bid opening

- B. The Owner shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Confidential, proprietary information, and trade secrets furnished by a bidder or offeror may not be disclosed to another outside of Owner except as provided by the Open Public Records Act or other applicable laws of this State.

**SP-1.09 Mistakes in Bids**

- A. A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing the bid as provided in SP-1.07 Pre-Opening Withdrawal of Bid, and submitting a new bid prior to the time and date set for bid opening.
- B. If the Owner knows or has reason to conclude that a mistake may have been made the bidder may be required to confirm the bid. Situations in which confirmation may be requested include obvious, apparent errors on the face of the bid or a bid unreasonable lower than the other bids submitted. If the bidder alleges mistake, the bid may be corrected or withdrawn upon written approval of the Owner if any of the following conditions are met:
  - 1. If the mistake and intended correction are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of a bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
  - 2. A bidder may be permitted to withdraw a low bid if:
    - a. A mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
    - b. The bidder submits proof of evidentiary value, which clearly and convincingly demonstrated that a mistake was made.
- C. Mistakes may not be corrected after award of the Contract except when the Owner makes a determination that it would be unconscionable not to allow the mistake to be corrected. Changes in price are not permitted. Correction shall be submitted to and approved by the Owner.

### **SP-1.10 Minor Irregularities or Informalities**

- A. Minor irregularities or informalities in bids, as defined below, may be waived if the Owner determines that it shall be in their best interest. The Owner may either give a bidder an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or waive the deficiency where it is to the Owner's advantage to do so.
- B. When at any public opening of bids, a bid appears to be irregular, as therein specified, this fact may be announced when read. Said bid shall be read as other bids and then referred to the Procurement Officer or Attorney for consideration and appropriate action thereon in accordance with these Provisions, Laws and Regulations.
- C. A minor irregularity is one, which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation of a bid or proposal from the exact requirement of the solicitation, the correction or waiver of which would not be prejudicial to other bidders or offerors. The defect or variation in the bid or proposal is immaterial and inconsequential when its significance to price, quantity, or delivery is trivial or negligible when contrasted with the total cost or scope of the supplies or services being procured and the intent and meaning of the entire bid or proposal is clear.

### **SP-1.11 Cancellation of Invitation for Bids**

- A. Before opening of Bids a solicitation may be canceled in whole or in part when the Owner determines this action is fiscally advantageous or otherwise in its best interest.
- B. When a solicitation is canceled before bid opening, the bids shall be returned to the vendors submitting them and notice of cancellation shall be included.

### **SP-1.12 Rejection of Individual Bids or Proposals**

- A. In accordance with NJSA 40A:11-24, all contracts will be awarded or all bids will be rejected within sixty (60) days of the receipt of bids. The Owner reserves the right to waive any immaterial defect or informality in any bid, where it is deemed to be in the interest of the Owner to do so.

- B. The Bidder submitting the bid is determined to be non-responsible. A determination of non-responsibility may be made for, but is not limited to, any of the following:
- (a) Cost Estimates  
All bids may be rejected when the lowest bid substantially exceed Cost Estimates for the project.
  - (b) Abandonment  
All bids may be rejected when the Owner abandons the project.
  - (c) Revisions  
All bids may be rejected when the specifications are substantially revised.
  - (d) Provisions of Law  
All bids may be rejected when the purposes and/or provisions of law are violated.
  - (e) State Contract  
All bids may be rejected when the owner decides to use the State Contract for the goods or services needed.
  - (f) Availability of Funds  
Pursuant to the statutory requirements, any contract resulting from this bid shall be subject to the availability of sufficient funds annually.
  - (g) Multiple Bids Not Allowed (Not Covered by Statute)  
More than one bid from any individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
  - (h) Unsatisfactory Past Performance (Prior Negative Experience)  
(40A:11-4b)  
Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Owner in an unacceptable manner, may be rejected.
  - (i) Failure to Enter Contract (40A:11-24b)  
Should a bidder, to whom the contract has been awarded, fail to enter into a contract within 21 days, Sundays and Holidays excepted,

the Owner may then, at its option, retain the bidder's bid deposit/bond and accept the bid of the next lowest responsible bidder.

**SP-1.13 Rejection of All Bids**

- A. After opening of bids or proposals but before award, all bids or proposals may be rejected in whole or in part when the Owner determines that this action is fiscally advantageous or otherwise in the Owner's best interest.
- B. A notice of rejection of all bids shall be sent to all vendors that submitted bids and bids, which have been opened, shall be retained by the Owner.

**SP-1.14 Bid Evaluation and Award**

- A. The contract is to be awarded to the responsible and responsive bidder whose bid meets the requirements and evaluation criteria set for in the Invitation for Bids, and is either the lowest bid price or the lowest evaluated bid price.
- B. Bids shall be evaluated to determine which bidder offers the lowest cost to the Owner in accordance with the evaluation criteria set forth in the Invitation for Bids.
- C. Except as otherwise provided under SP-1.10 Mistakes in Bids:
  - 1. The unit price will govern in the event of a discrepancy between the unit price and the extended price (product of unit price multiplied by the quantity).
  - 2. The sum of the extended prices will govern in the event of a discrepancy between the total lump sum bid and the extended prices.
  - 3. The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.
  - 4. If a unit price has been omitted, the unit price will be determined by dividing the extended price by the quantity.
- D. The Owner reserves the right to make award by item, or groups of items, or total bid if it is in the best interest of the Owner to do so unless the bidder specifies in his bid that a particular or progressive award is not acceptable.



- E. Upon determination of the lowest bidder, review of the bid for responsiveness, and satisfaction that the bidder is responsible, the Contract may be awarded to that bidder. A contract may be awarded to a bidder offering a higher quality item than that designated in the Invitation for Bids if that bidder is also the lowest responsive and responsible bidder.

#### **SP-1.15 Corporate Registration**

- A. NJSA 52:32-44a (1) & (2) impose certain requirements upon a business competing for, or entering into a contract with a New Jersey State Agency. A business organization must submit proof of business registration with the State of New Jersey to the contracting agency prior to the award of the contract, which was valid on the date of the Bid Opening. Proof of business registration shall be a copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue. Information on how a business can obtain a certificate can be obtained on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609)292-1730. Contractors must review the included mandatory “New Jersey Business Registration Requirements” language.
1. Subcontractor(s): A contractor must provide written notice to its subcontractors, regardless of the level of the contractor or subcontractor, of the requirement to submit proof of business registration to the contractor. The contractor shall obtain and maintain on file the proof of business registration of each subcontractor. In addition a copy of said “proof of business registration” by subcontractor must also be provided submitted with bid.
- B. If the bidder is not currently registered, the bidder shall register and provide a copy of said registration acknowledging its validity on the set date for bid opening to the Owner prior to the execution of contract.

#### **SP – 1.16 PAYMENTS AND INVOICING**

- A. Contractor shall receive and accept the compensation, as herein provided for furnishing all material, labor, tools and equipment, and for performing all work contemplated and embraced under the contract. If progress payment is requested, the Contractor shall submit a current estimate in accordance with the Owner requirements to determine fair and reasonable compensation for work satisfactorily completed, subject to (2%) two percent retainage. Invoices shall be forwarded to the Owner.

- B. Before the contractor receives a progress or final payment under a contract covered by payment security, the contractor shall certify in writing that, in accordance with contractual arrangements, suppliers:
1. Have been paid from the proceed of previous progress payments; and
  2. Shall be paid in a timely manner from the proceeds of the progress or final payment currently due.
- C. All invoices or correspondence pertaining to invoices shall be identified with the contract name and number and forwarded to the following address:

New Brunswick Parking Authority  
106 Somerset Street 6<sup>th</sup> FL  
New Brunswick, NJ 08901

Contractor shall include the Vendor Federal Tax ID number or the Social Security Account number on each invoice submitted.

#### **SP – 1.17 SUBCONTRACTORS – PROMPT PAYMENT**

- A. The prime contractor is responsible for making timely payments to all subcontractors and suppliers.
- B. Any costs incurred by the Owner pertaining to subcontractors will be deducted from the prime contractor's retainage at the conclusion of the project.

#### **SP-1.18 SUBCONTRACTING**

The Contractor shall not employ any subcontractors, organizations, or other persons whether initially or as a substitute without written approval from the Owner.

#### **SP-1.19 PRE-WORK CONFERENCE**

A pre-work conference shall be scheduled with the Contractor to discuss planning, proposed personnel, schedules, material source, equipment, and other matters essential to the satisfactory performance of the work.

#### **SP-1.20 HOUSEKEEPING AND CLEAN-UP**

- A. The contractor shall not allow the site of the work to become littered with trash and waste material, but shall be responsible for and execute “good housekeeping” on a continuous basis. Upon completion of the work each day, Contractor shall remove all debris and surplus material of every description, leaving the entire premises in a clean acceptable condition.
- B. The Contractor shall take steps to fully protect carpeting, floor finishes, walls and finishes, signs, and other Owner facilities from damage, staining, or defacing and shall be responsible for repair or replacement of same.
- C. The Contractor shall expeditiously remove all of its property, construction materials and debris from the area after final completion of work before the contractual obligations shall be considered fulfilled.

**SP-1.21 CONTRACT TIME FOR COMPLETION OF WORK**

- A. The Contractor shall diligently prosecute the work so that it shall be entirely completed within the time specified on the Bid from the date of the Notice to Proceed or within such time as extended in accordance with the provisions of these specifications.
- B. The Contractor shall prosecute the work in this contract in accordance with that proposed by its work schedule and approved by the Owner with labor and equipment adequate to complete the major items, portions or sections, within the designated areas in accordance with schedule approved by Owner.
- C. In the event the Contractor fails to proceed with the work as rapidly as is provided in the progress schedule, or if it appears at any time that such work is not prosecuted in a manner that shall insure its completion within the time specified, the Owner may require the Contractor to furnish and place in operation additional labor and equipment as the Owner shall deem necessary to bring the work back on schedule. If the Contractor fails to comply, the owner may initiate measures to meet the requirements of the schedule and charge the Contractor for the full cost thereof.

**SP-1.22 ADJACENT PROPERTY**

- A. The Contractor shall take special care and precaution not to disturb and damage private property. Should any private property be damaged as a result of the Contractor's operations the Contractor shall, at its own cost and expense, restore such private property to a condition equivalent to that which existed before the damage was done, to the satisfaction of the property owner and the Owner, and indemnify, defend and hold the Owner harmless from any action or claim thereupon.
  
- E. The Contractor shall not remove or damage any trees, shrubs, street or ally pavements, public walks or curbs unless as part of this contract, nor shall he remove or damage any property constituting a part of any utility system such as poles, light standards, conduits, gas mains, sewers, stream or water pipes, fire hydrants, fire alarm boxes, police call boxes, meters, transformers, etc. whether owned by the Owner or by another public or private utility company. Should such utilities or paving be damaged as a result of the Contractor's operations the Contractor shall, at its own cost and expense, restore such utility or paving to a condition equal to that which existed before damage was done, to the satisfaction of the Owner.

**SP-1.23 EXTENSION OF TIME**

- A. If the Contractor is delayed or obstructed in the beginning or prosecution of the work by any neglect, delay, or default attributed to the Administration, or by strikes which it has no power or authority to adjust, or by any damage that may happen to the work by fire, unavoidable accident, or unusual action of the elements, it shall be entitled to such extension of time for completion of the work. Any extension shall be certified by the Owner to be just and reasonable. Any claim for an extension of time must be submitted in writing to the Owner within five (5) days subsequent to the date when the alleged cause for such extension of time occurred.
  
- B. If, through no act or fault of the Contractor or any of its representatives, the beginning and/or the continuance of the work should be stopped under an order of any court or other public authority having jurisdiction, then said time for completion shall be

so delayed and/or stopped; and the Contractor shall not be required to pay liquidated damages for and during such extension.

- C. If the satisfactory execution and completion of the contract shall require work or material in greater amounts or quantities than those set forth in the contract, the contract time shall be increased in the same proportion as the value of the additional work bears to the total value of the original work contracted for.
- D. The Contractor shall not be entitled to any extension of time for delays attributed to any act, omission, neglect, or default on its part or on part of any of its employees, agents, or subcontractors, or to any failure of the Contractor, its employees, agents, or subcontractors to comply with any provision of the Contract Documents.

**SP-1.24 ACCIDENT PREVENTION**

- A. The Contractor shall take all reasonable steps to prevent injury to person (including employees) and property in the performance of this contract, including all steps and actions required under the safety provisions or applicable laws and applicable building codes. The Contractor shall be further required to guard all machinery, equipment, and explosives and to eliminate all hazards in accordance with safety provisions of the Manual of Accident Prevention and Construction, published by the Associated General Contractors of America.
- B. It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract, that the contractor or any subcontractor shall not require any laborer, or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to its health or safety as determined under construction Safety and Health Standards / Title 29 Code of Federal Regulations, in accordance with the Contract Work House and Safety Standards Act. The Contractor shall also comply with all the latest regulations of the Occupational Safety and Health Acts.
- C. The Contractor shall at all times conduct its work to assure the least possible obstruction to the public, and public vehicular traffic. The safety and convenience of the general public and protection of persons and property of the Owner is to be provided by the

Contractor. The Contractor shall provide and pay for, if necessary, a Traffic Safety Plan, to include barricades, suitable and sufficient lights, danger signal, and signs for the protection of the work and any other safety devices that may be required or needed are to be submitted to the Owner for approval prior to use.

**SP-1.25 BUILDING PERMITS**

**SP-1.26 FAMILIARITY WITH LAWS, ETC.**

The Contractor shall be familiar with all Federal, State, and local and municipal laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, or materials or equipment used in or upon the work, or in any way effect the work. No pleas of misunderstanding shall be considered due to ignorance thereof. If the Bidder or Contractor shall discover any provision in the Specifications or other Contract Documents which is contrary to, or inconsistent with, any such law, ordinance, rule, or regulation, he shall immediately report it to the Owner in writing.

**SP-1.27 INTERPRETATIONS BY ADDENDUM**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Specifications or other proposed Contract Documents, he may submit to the Owner a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of the proposed documents shall be made only by addendum duly issued. A copy of such Addendum shall be mailed, emailed or delivered in another manner to each person receiving a set of documents. The Owner shall not be responsible for any other explanation or interpretations of the proposed documents.

**SP-1.28 INTERPRETATION OF PLANS, ETC.**

On all Plans, Drawings, etc. the figured dimensions shall govern in the case of a discrepancy between the scales and figures. The Specifications are intended to supplement and clarify the Plans, as sometimes work is called for in the specifications that is not shown on the Plans, and sometimes the Plans indicate work that is not mentioned in the Specifications. Both Plans and Specifications must be complied with in order to fulfill the contract requirements. The Contractor shall not take advantage of any error or omission in the Plans or of any discrepancy between the Plans and

Specifications. The Owner shall make such corrections and the intent of the Specifications and of the Plans as construed by them. In all cases of doubt as to the true meaning of the Specifications, Plans and/or Drawings, the decision of the Owner shall be conclusive.

### **SP-1.29 ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK**

The Owner reserves the right to make such alterations in the Specifications or in the character of the work as may be considered necessary or desirable, to complete fully and perfectly the work under the contract, provided such alteration do not materially change the original Specifications. Such alteration shall not be considered as a waiver of any condition of the contract or an invalidation of any of the provisions thereof. Should such alteration in the Specifications or in the character of the work be productive of increased cost or result in decreased cost to the Contractor, a fair and equitable sum, therefore, to be agreed upon in writing by the Contractor and the Owner before such work is begun, shall be added to, or deducted from the contract price, as the case may be. No allowance shall be made for anticipated profits on work omitted.

### **SP-1.30 CONTRACT FURNISHED TO CONTRACTOR**

The Contractor shall be supplied with a copy of the contract from the Owner. The Contractor shall have available; at all times during the prosecution of the work, one (1) copy of said document.

### **SP-1.31 SUPERVISION BY THE OWNER**

- A. Work is to be carried out under the supervision and to the complete satisfaction of the Owner. The work and materials shall be strictly of the best quality of the types herein specified. Should any work or material other than those specified or shown be introduced into the construction of the work, the Owner, or its authorized agent shall have full power to reject them, and they shall be removed from the premises within 24 hours by the Contractor after being notified to do so.
- B. The Contractor shall furnish to the Owner any documentation requested by the Owner or its designee concerning the performance and functioning of the contract, which documents shall include but not be limited to: personnel records; time sheets; inspection reports

(either by contract or requested by the Owner); unit prices, and payroll.

- C. The Owner shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all Specifications; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.
- D. The Owner shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out the provisions of the contract.

### **SP-1.32 LEGAL ADDRESS**

- A. The address given in the Bid Proposal is hereby designated as the legal address of the Contractor. Such address may be changed at any time by notice in writing delivered to the Owner. The delivering of such legal address or the depositing in any post office, in a post paid registered wrapper directed to the above-named address, of any notice, letter, or other communication to the Contractor, shall be deemed to be legal and sufficient service thereof upon the Contractor.
- B. The delivering at, or the mailing to, the Contractor's business address (written notice of which address shall be given to the Owner), of the delivering to the Contractor in person or to its authorized representative, of any notice, letter or other communication shall also be, and shall be deemed to be, a legal and sufficient service thereof upon the Contractor.

### **SP-1.33 LICENSING**

All personnel performing services in accordance with the Scope of Work must be licensed, or capable of being licensed in the State of New Jersey in those trades, crafts, and professions, which require licensing for the function being performed. The license must be of a grade or level consistent with the requirements of the work to be performed. In the event the Contractor brings personnel in from outside the State, they must obtain the appropriate New Jersey license within 90 days of their appointment to this contract.



#### **SP-1.34 CROSS UTILIZATION**

The cross utilization of personnel is prohibited when a Contractor has more than one (1) contractual agreement with the Owner, unless written permission is first received from the Owner.

#### **SP-1.35 MINIMUM SPECIFICATIONS**

It is the intent that all materials and services specified in the Special and Technical provisions, and/or Plans, Diagrams, Drawings, etc., of this contract shall be considered as the minimum unless otherwise stated. Any material and service provided shall include all related and affiliated items that shall result in a complete project. The completion of the project shall be at no additional cost to the Owner unless work is specifically provided for under the Extra Work Allowance Provision of the document.

#### **SP-1.36 PATENT INFRINGEMENT**

The Contractor agrees to indemnify, protect, and save harmless the Owner, its officers, agents, and employees with respect to any claim, action, cost, or judgment for patent infringement arising out of the purchase or use of materials, supplies, equipment, designs, methodologies, or services covered by this contract. This indemnification obligation is not limited to but is in addition to the insurance obligation and performance bonds contained in this agreement.

#### **SP-1.37 NON-PAYMENT FOR WORK IMPROPERLY DONE**

- A. The Owner reserves the right to withhold any and all payments for work improperly performed, until such time as the work is corrected. Payment for judgment of work performance quality is at the discretion of the Owner.
- B. The Owner shall notify the Contractor of any non-payment in writing. Any non-payment shall be in the form of a reduction of dollars from the total contract cost.

#### **SP-1.38 SUCCESSFUL TERMINATION OF CONTRACTOR'S RESPONSIBILITY AND FINAL ACCEPTANCE**

A contract shall be considered successfully fulfilled when the work has been completed in accordance with the terms of the contract.

## SEALED BID CHECK LIST

### DOCUMENTS TO BE SUBMITTED TO OWNER WITH SEALED BID

Each Bidder is required to complete this check list of all mandatory items that are required for this bid.

<u>Required By Owner</u>	<u>Read, Signed &amp; Submitted</u>
X      Proposal Form/ Bid Price List	_____
X      Bid Bond / Guarantee	_____
X      Financial Statement	_____
X      Non-Collusion Affidavit	_____
X      Ownership Disclosure Statement N.J.S.A. 52:25-24.2	_____
X      Acknowledgement (Corp./Partner/Ind/LLC)	_____
X      Consent of Surety	_____
X      Addendum Acknowledgement	_____
X      Disclosure of Investment Activities in Iran Form	_____
Reviewed by Contractor	READ
X      Review Exhibit A, Mandatory Equal Employment Opportunity Language for Goods, Professional Service and General Service Contracts; submit Evidence of Affirmative Action Plan and/or Certification	_____
X      Business Registration Certification (If not included with bid will be required prior to award of contract)	_____

X      Americans with Disabilities Act 1990      \_\_\_\_\_

Dated: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

## Statement of Bidders Qualifications

All questions must be answered and the data given must be concise, comprehensive and acceptable to the Owner. Attach separate sheets wherever necessary to properly answer question.

1. Firm name.
2. Principal address.
3. Year firm was organized.
4. Where and when incorporated.
5. Provide proof of Authorization as Datapark Vendor.
6. Years of firm's experience in similar Parking Access and Revenue Control Inspection, Repair and Maintenance Contracts.
7. List of three (3) projects of Parking Access and Revenue Control Inspection, Repair and Maintenance completed in the last 3 years, with a value of no less than \$50,000, that have been completed by your company. Provide name of City, Contact Person, Telephone number, and total amount of contract award.
8. List default experience on previous contracts.
9. List present and comparable contracts presently underway.
10. List principals and/or partners, supervisory personnel available for this contract.
11. Financial statement within the last six months.

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Owner verifying data submitted in the Statement of Bidders Qualification.

Date: \_\_\_\_\_  
\_\_\_\_\_ Company Name

By: \_\_\_\_\_

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

State of: \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he is the \_\_\_\_\_ of \_\_\_\_\_ and that the answer to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Notary Public  
Notary Public State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

**OWNERSHIP DISCLOSURE STATEMENT**

**This Statement must be submitted with the Bid**

Trade or Corporate Name of Bidder \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ LLC \_\_\_\_\_

Incorporated: YES \_\_\_\_\_ NO \_\_\_\_\_ In what State? \_\_\_\_\_ Year \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_ PO Box \_\_\_\_\_

**If a Corporation Officers:**

President \_\_\_\_\_

Vice President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

**Proprietor(s) Partnership, or Individual doing business under a trade name.**

Partner / Title \_\_\_\_\_

Partner / Title \_\_\_\_\_

Partner / Title \_\_\_\_\_

Partner / Title \_\_\_\_\_

**Limited Liability Co.**

Member \_\_\_\_\_

Member \_\_\_\_\_

Member \_\_\_\_\_

**STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK  
OR INTEREST IN THE BIDDER'S BUSINESS ENTITY**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Owner, a statement setting forth the names and addresses of all individuals who own 10% or more of the stock, of any class of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed.

Date \_\_\_\_\_

**LEGAL NAME OF RESPONDENT:** \_\_\_\_\_

Check which business entity the bidder is:

- |                               |       |   |
|-------------------------------|-------|---|
| Corporation                   | _____ | Complete if the Bidder is one of the 3 types of Corporations:   |
| Limited Liability Corporation | _____ | Date Incorporated: _____  |
| Subchapter S Corporation      | _____ | Where Incorporated: _____   |
| Partnership                   | _____ | Note: If no stockholder or partner owns 10% or more of the business submitting the bid, please sign and date this form. |
| Limited Partnership           | _____ | _____ / _____   |
| Limited Liability Partnership | _____ | SIGNATURE DATE  |
| Sole Proprietorship           | _____ |   |

**BUSINESS ADDRESS:**

\_\_\_\_\_/\_\_\_\_\_  
 STREET ADDRESS CITY STATE ZIP  
 \_\_\_\_\_/\_\_\_\_\_  
 TELEPHONE# FAX# E-MAIL ADDRESS

Listed below are the names and address of all stockholders or individuals who own ten (10) percent or more of its stock of any classes, or who own (10) percent or greater interest therein.

- NAME ADDRESS  
 \_\_\_\_\_  
 NAME ADDRESS  
 \_\_\_\_\_  
 NAME ADDRESS  
 \_\_\_\_\_  
 NAME ADDRESS  
 \_\_\_\_\_  
 NAME ADDRESS  
 \_\_\_\_\_

**ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF NEW JERSEY )

) SS:

COUNTY OF )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the Subscriber, a Notary Public of the State of \_\_\_\_\_ personally appeared \_\_\_\_\_ the President of \_\_\_\_\_ who I am satisfied, is the person who signed the foregoing Contract; and I having first made known to him the contents thereof, he thereupon acknowledge that he signed, sealed with the Corporate Seal, and delivered the said Contract as such officer aforesaid, that the said Contract is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors.

\_\_\_\_\_  
A Notary Public of

My Commission Expires:

**ACKNOWLEDGMENT OF CONTRACTOR, IF A LIMITED LIABILITY CO.**

STATE OF NEW JERSEY )

) SS:

COUNTY OF )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the Subscriber, a Notary Public of the State of \_\_\_\_\_ personally appeared \_\_\_\_\_ the Managing Member of \_\_\_\_\_ who I am satisfied, is the person who signed the foregoing Contract; and I having first made known to him the contents thereof, he thereupon acknowledge that he signed, and delivered the said Contract as such officer aforesaid, that the said Contract is the voluntary act and deed of said Limited Liability Company, made by virtue of authority from its Members.

\_\_\_\_\_  
A Notary Public of

My Commission Expires:



**ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP**

STATE OF NEW JERSEY )

) SS:

COUNTY OF )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the Subscriber, a Notary Public of the State of \_\_\_\_\_ personally appeared \_\_\_\_\_ a member of the firm of \_\_\_\_\_ a partnership, who, I am satisfied, is the person mentioned in the within Contract and who signed the same as a member of said firm, and thereupon acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said partnership firm, for the uses and purposes therein expressed.

\_\_\_\_\_  
A Notary Public of

My Commission Expires:

**ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL**

STATE OF NEW JERSEY )

) SS:

COUNTY OF )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the Subscriber, a Notary Public, personally appeared \_\_\_\_\_, who I am satisfied, is the Vendor mentioned in the within Contract and thereupon he acknowledged that he signed, sealed and delivered the same as his personal voluntary act and deed, for the uses and purposes therein expressed.

\_\_\_\_\_  
A Notary Public of

My Commission Expires:



**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) He is \_\_\_\_\_  
(owner, partner, officer, representative or agent)  
of \_\_\_\_\_  
herein referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_ the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the **CONTRACT NO. NBPA-PARC-MT-112018, PARKING ACCESS AND REVENUE CONTROL SYSTEM INSPECTION, REPAIR, AND MAINTENANCE AT NEW BRUNSWICK PARKING AUTHORITY**  
In \_\_\_\_\_  
(City or County and State)

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought unlawful agreement or connivance with any other Bidder, firm or person, to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the NEW BRUNSWICK PARKING AUTHORITY (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

My Commission Expires \_\_\_\_\_

**CONTRACT NO. NBPA-PARC-MT-112018  
PARKING ACCESS AND REVENUE CONTROL SYSTEM  
INSPECTION, REPAIR, AND MAINTENANCE  
AT  
NEW BRUNSWICK PARKING AUTHORITY**

**SECTION GC – GENERAL CONDITIONS  
FOR MAINTENANCE CONTRACTS**

**GC-1.01 Definitions**

- A. Wherever in these General Conditions or in other contract documents the following terms or abbreviations are used, the meaning shall be as follows:
- B. Definitions
1. Agreement – Contract.
  2. Award – The decision by the Owner to execute a purchase agreement or contract after all necessary approvals have been obtained.
  3. Biannual – Twice a year.
  4. Bid/Offer – A statement of price, terms of sale, and description of the supplies, services, or construction related services submitted to the Owner, in response to an Invitation for Bids or offers under procurement by competitive sealed bidding or comparable small procurement procedures.
  5. Biennial – Every two years.
  6. Bimonthly – Every two months.
  7. Biweekly – Every two weeks
  8. Board – The Board of Commissioners of the New Brunswick Parking Authority.
  9. Business – Any corporation, partnership, individual, sole proprietorship, joint venture, or other legal entity through which commercial activity is conducted.
  10. Change Order – A written order signed by the Owner or responsible Procurement Officer, directing a Contractor to make changes which the changes clause of a contract authorizes the Owner or Procurement Officer to order with or without the consent of the Contractor.

11. Code – The annotated code of New Jersey.
12. Construction – The process of building, adding, altering, converting, relocating, renovating, replacing, repairing, improving, demolishing or restoring of real property in which the Owner has an interest.
13. Contract – Any agreement entered into by the Owner for the acquisition of supplies, services, construction, or any other item, including:
  - (a) Awards and notices of award;
  - (b) Contracts of a fixed-price, cost-reimbursement, cost-plus-a-fixed-fee, fixed-price incentive, or cost-plus incentive fee type;
  - (c) Contract providing for the issuance of job or task orders;
  - (d) Leases;
  - (e) Letter contracts;
  - (f) Purchase Orders;
  - (g) Supplemental agreements with respect to any of these;
  - (h) Orders; and
  - (i) Grants.

Contracts does not include:

- (a) Collective Bargaining agreements with employee organizations; or
  - (b) Medicare, or similar reimbursement contracts for which eligibility and cost are set by law or regulation.
14. Contract Drawing – See “Plans”
15. Contract Modification – Any written alteration in the specifications, delivery point, date of deliver, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with a contract provision, or by mutual action of the parties to the Contract. It includes Change Orders, Extra Work Orders, Supplemental Agreements, Contract amendments, reinstatements, or options/renewals.
16. Contractor – Any person (see definition for Person) having a contract with the Owner. Contractor does not include any employee claiming such status pursuant to any collective bargaining agreement.
17. Day – Calendar day unless otherwise designated.
18. Engineer – Any person designated by the Owner or the Procurement Officer, acting directly or through the duly authorized representative, such representative acting within the scope of the assigned duties or authority.

19. Extension – As applied to contracts for the performance of maintenance work or services, means a change in the scope of services to be performed by the Contractor by including in the Contract a requirement for the performance of phases of services not previously included.
20. Extra Work Order – Change Order.
21. Firm – Business.
22. Inspector – The authorized representative of the Owner or Procurement officer assigned to make detailed inspections of any or all portions of the work, or materials thereof.
23. Invitation for Bids – Any document, whether attached or incorporated by reference, used for soliciting bids under procurement by competitive sealed bidding and small procurement procedures including requests for quotations.
24. Maintenance - Any work or services necessary for the continued operation or upkeep of a facility, structure, building, grounds, or building system, including built-in equipment or an in-ground system.
25. Notice to Proceed – A written notice to the Contractor of the date on or before which the Contractor shall begin performing the work to be done under the Contract.
26. Offeror – A person or entity that responds to a Proposal and desires to enter into a contract with the Owner.
27. Payment Bond – Security as a guarantee that Contractor will pay in full all bills and accounts for materials and labor used in the work, as provided by law.
28. Performance Bond – Security guaranteeing complete performance of the Contract.
29. Person – Any individual or a corporation, partnership, sole proprietorship, joint stock company, joint venture, unincorporated association, union, committee, club, or other organization or legal entity.
30. Procurement Officer – Any person authorized by the Owner in accordance with law or regulation to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.



31. Proposal – The response by an offeror to a solicitation of the Owner for a supply or service. The response may include, but not be limited to, an Offeror's price and terms for the proposed Contract, a description of the technical expertise, work and other information as requested in the solicitation.
32. Public Improvement – The construction, maintenance and repair of any building, structure or other public work now or hereafter constructed or acquired by the Owner, City, County or State.
33. Quotation – Bid/Offer
34. Request for Proposals – Any document, whether attached or incorporated by reference, used for soliciting proposals under procurement and competitive sealed proposals, noncompetitive negotiations, multi-step and comparable small procurement procedures.
35. Responsible Bidder or Offeror – A person who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance.
36. Services – The rendering of a person's time, effort or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance of services. It includes, but is not limited to, professional, personal and/or contractual services provided by attorneys, architects, engineers, accountants, physicians, consultants, appraisers, land surveyors, and property management, where the service is associated with the provision of expertise and/or labor. "Services" does not include the work normally associated with the repair and/or maintenance of facilities, structures, or building systems defined as "maintenance."
37. Specification – A written description of functional characteristics, or the nature of an item to be procured. It may include a statement of any of the user's requirements and may provide public notice and advertisement of an Owner's intent to procure supplies, services, and construction.
38. Solicitation – Invitation for bids, Request for Proposals, or any other method or instrument used to provide public notice and advertisement of an Owner's intent to procure supplies, services, and construction.
39. State – The State of New Jersey acting through its authorized representative.
40. State Agency – Any administration, agency, association, authority, board, bureau, college, commission, committee, council, foundations, fund, department, institute, institution, public corporation, service, trust,

university, or other unit of the Executive Branch of the state Government and including any subunit within any of the foregoing.

41. Subcontractor – Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the Contractor, who, prior to such undertaking, receives the approval of the surety and the Owner.
42. Superintendent – The executive representative of the Contractor authorized to receive and execute instructions from the Owner or Procurement Officer, and/or Inspector that shall supervise and direct the work.
43. Work – The furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract.

#### **GC-1.02 Preparation of Bid/Proposal**

- A. Offeror shall submit its bid/proposal upon the forms furnished by the Owner; carefully following bid preparation instruction provided.
- B. Offerors should give specific attention to the identification of those portions of their proposals, which they deem to be confidential, proprietary information or trade secrets, and provide any written justification of why such materials, upon request, should not be disclosed by the State of New Jersey Open Public Records Act.

#### **GC-1.03 Site Investigation**

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river, stages, tides or similar physical conditions at the site, the conformation and conditions of ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from information presented in drawings and specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

#### **GC-1.04 Bid, Performance, and Payment Bonds**

A. Bid Bonds

If required for a procurement, a proposal shall not be considered unless accompanied by a guaranty in the amount not less than 10% of the bid amount, and not more than \$20,000.00, and made payable to the New Brunswick Parking Authority (“Owner”).

B. Performance Bonds

A performance bond will be required for maintenance contracts in the amount equal to at least 100 percent of the Contract price. If required by the provisions of the Contract, the Contractor shall deliver the performance bond to the Owner no later than the time the Contract is executed. If a Contractor fails to deliver the required performance bond, that Contractor’s bid shall be rejected, its bid security shall be enforced, and the award of the Contract shall be made to the next lowest responsible and responsive offeror.

C. Payment Bonds

A payment bond may be required for maintenance contracts in the amount equal to at least 100 percent of the Contract price. IF required by the provision of the contract, the Contractor shall deliver the payment bond to the Owner no later than the time the Contract is executed. If a Contractor fails to deliver the required payment bond, the Contractor’s bid shall be rejected, its bid security enforced, and award of Contract shall be made to the next lowest responsible and responsive offeror.

#### **GC-1.06 Cost and Price Certification**

- A. Contractor, by submitting cost or price information, certifies that, to the best of its knowledge, the information submitted is accurate, complete and current as of the specified bid date prior to the conclusions of any price discussion or negotiations for a change order or contract modification.
- B. The price, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the bid, was inaccurate, incomplete, or not current.

#### **GC-1.07 Contract Administration**

This Contract shall be administered by the Owner or one of the Owner’s authorized representatives.

**GC-1.08 Authority of the Owner**

- A. The Owner or Owner's representative shall decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any and all plans and/or specifications; and all questions as to the acceptable fulfillment of the terms of the contract on the part of the Contractor.
- B. The Owner shall determine the amount of work performed to be paid for under the Contract.
- C. The owner shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.
- D. The Owner may authorize progress payments for work satisfactorily completed, subject to 2% retainage.

**GC-1.09 Compliance with Laws**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of New Jersey and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It shall comply with all federal, State, and local laws, regulations, codes and ordinances applicable to its activities and obligations under this Contract; and
- C. It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

**GC-1.10 Initiation of Work**

The Contractor shall not commence performance of the Work or Services until it receives a formal written Notice to Proceed from the Owner.

**GC-1.11 Notice to Proceed and Completion of the Work**

- A. After the Contract has been executed, the Owner will, within the time limit specified elsewhere in the Contract documents, issue to the Contractor a Notice to Proceed stipulating the date on or before which the Contractor shall begin Work. The specified Contract time shall begin on the first day the Contract Work (other than the erection of the inspector's office, construction stakeout, and mobilization) actually starts or on the day stipulated in the Notice to Proceed,

- whichever is earlier. Any preliminary work started, or materials ordered, before receipt of the Notice to Proceed, shall be at the Contractor's sole risk.
- B. The Contractor shall begin work promptly within the time specified by the Owner and shall notify the Owner at least 48 hours before starting the Work. The Contractor shall submit a progress schedule, in writing, to the Owner within ten (10) days from the date of the Notice to Proceed. This schedule shall be updated and revised to reflect all changes affecting the job in progress.
  - C. After the Work has once been started; it shall be conducted continuously on all acceptable working days without stoppage until the entire Contract is complete. Should the progress of the Work for any reason be discontinued, the Contractor shall notify the Owner of its intention to stop and shall also notify the Owner at least twenty-four (24) hours in advance of resuming operations. The Contractor shall confirm said notification in writing.

**GC-1.12 Conformity with Contract Requirements**

- A. All Work performed and all materials furnished shall be in conformity with the Contract requirements. In the event the Owner finds the materials or the finished product in which the materials are used or the Work performed do not conform to the Contract requirements and have resulted in an inferior or unsatisfactory product, the Work or materials shall be removed and replaced or otherwise corrected and at the expense of the Contractor.
- B. In the event the Owner finds the materials or the finished product in which the materials are used are not in conformity with the Contract requirements but that acceptable work has been produced, the Owner shall then make a determination if the work shall be accepted. In this event, the Owner will document the basis of acceptance by a change order, which may provide<sup>3</sup> for an equitable adjustment in the Contract price. Any action taken pursuant to this paragraph may not result in an increase of the Contract price.
- C. When any article is specified in the contract by proprietary name, trade name, and/or name of manufacturer with or without the addition of such expression as "or equal" or "or approved equal," it is to be understood that the article named or the equal thereof is intended, subject to the approval of the Owner as to the quality thereof; and it is distinctly understood: (a) that the Owner is to exercise independent judgment in determining, from time to time, whether or not any article proposed to be substituted is the equal of any article specified; (b) that the decision of the Owner on all such questions of equality shall be final; and (c) that, in the event of any adverse decision by the Owner, no claim of any sort shall be made or allowed against the Owner, because of such decision.
- D. The offer of an article by the Contractor for an article specified will raise the presumption that any such substitution it is for the purpose of saving money. If,

in such case, the article is approved, the Owner shall be given credit in the amount of the difference between the net cost to the Contractor of the article submitted and the price at which he could have obtained the lowest priced article specified. For convenience in checking the credit, if any, the Contractor shall submit these figures when the offer of substitution is made, and no article shall be considered without such figures.

- E. The word “article” wherever used in this Section 13, subsection entitled “Equal or Approved Equal, “ shall be taken to mean any article, material or thing.

#### **GC-1.13 Inspection of Work**

- A. All materials and each part or detail of the Work shall be subject at all times to inspection by the Owner, or other representative or appropriate person from the Owner. The Contractor shall be held strictly to the Contract including allowable tolerances, quality of materials and workmanship, and the diligent execution of the contract. Such inspection may include mill, plant, or shop inspection. Any material furnished under the Contract is subject to such inspection. The Owner or other appropriate person from the Owner, shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
- B. If the Owner so requests, the Contractor, at any time before the Owner’s acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After inspection, the Contractor shall restore said portions of the Work to the standards required by the Contract. Should the Work thus exposed or inspected prove acceptable, adjustments in the Contract time and price will be made by change Order for the uncovering or removing, and the replacing of the covering or making good of the parts removed. Should the Work so exposed or examined prove unacceptable, the uncovering, removing and/or replacing, shall be at the Contractor’s sole expense.
- C. When the United States Government or any railroad, corporations or other agency is to pay a portion of the cost of the Work covered by this Contract, a representative of any such entity shall have the right to inspect the Work.

#### **GC-1.14 Removal of Defective Work**

- A. All Work and materials, which do not conform to the requirements of the Contract, shall be considered unacceptable, unless otherwise determined acceptable under the provisions in Section 13 herein.

- B. Any defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist, shall be removed and replaced by Work and materials which shall conform to the specifications or shall be remedied otherwise in an acceptable manner authorized by the Owner. Upon any failure by the Contractor to comply promptly with any order of the Owner made under the provisions of this Section 14, the Owner shall have the authority to cause defective Work to be remedied or removed and replaced and unauthorized Work to be removed, and to equitably deduct the costs attributable to such corrective notions via Change Order from any monies due or to become due to Contractor under this Contract will be made by agreement between the Contractor and Owner, and subject to settlement, in case of dispute, as herein provided..

#### **GC-1.15 Discrepancies in Contract Documents**

In the event the Contractor discovers any discrepancies in the Contract Documents, the Contractor shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be necessary for fulfilling the intent of the Contract. In the event of a conflict between the General Conditions and any other provision of the Contract Documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

#### **GC-1.16 Cooperation by the Contractor**

- A. The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Owner and the owner's inspectors in every way possible.
- B. The Contractor shall assign to the Contract, as its agent, a competent superintendent capable of communicating in English, capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed, who shall receive instructions from the Owner or an authorized owner representative. The superintendent shall have full authority to execute the orders or directions of the Owner without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent(s) shall be furnished irrespective of the amount of Work sublet.

#### **GC-1.17 Cooperation with Utilities**

- A. The Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions. No additional compensation shall be allowed for normal delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility appurtenances or the operation of moving them.

- B. The Contractor shall have sole responsibility for notifying all affected utility companies prior to the necessity of performing any work on their utilities and shall cooperate with them in achieving the desired results. All damage to utility facilities caused by Contractor's operations shall be the sole responsibility of the Contractor.
- C. In the event of interruption to the utility service as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with said authority in the restoration of service. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

**GC-1.18 Cooperation Between Contractors**

- A. Separate Contractors on adjoining or overlapping work shall cooperate with each other as necessary. Such cooperation shall include but not be limited to, (1) arrangement and conduct of Work, and (2) storage and disposal of materials, etc., by each in such a manner as to not unnecessarily interfere with or hinder the progress of the work being performed by other Contractors. Contiguous Work shall be joined in an acceptable manner.
- B. The Owner shall have the right, at any time, to contract for and perform other work on, near, over and under the Work covered by this Contract. The Contractor shall cooperate fully with such other contractors and carefully fit its own Work to such other work as may be directed by the Owner.
- C. In the event of a dispute as to cooperation, the Owner shall act as referee and make decisions made by the Owner will be binding. The Contractor shall make no claims against the Owner for any inconvenience, delay or loss experienced by the Contractor because of the presence and/or operations of other contractors.

**GC-1.19 Owner Furnished Material**

- A. The Contractor shall furnish all materials required to complete the Work except those specified to be furnished by the Owner. Materials furnished by the Owner will be delivered or made available to the Contractor at the point or points specified in the Special Provisions. All costs of handling and placing all materials, after delivery to the Contractor, are included in the Contract price for the item in connection with which they are used.
- B. The Contractor is responsible for all delivered material. Deductions shall be made from any monies due him to make good any shortages and deficiencies, and for any damage which may occur after such delivery from any cause whatsoever, and for any demurrage charges.



- C. In cases where materials are supplied by the Owner and incorporated in the contract Work by the Contractor, materials inspection and acceptance will not be a prerequisite for acceptance of the final product as the product pertains to these items.

#### **GC-1.20 Indemnification and Insurance**

A. Responsibility for Claims and Liability

1. The Contractor(s) shall protect, defend, indemnify, save harmless, release and discharge the Owner, their officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages, and costs of every name and description arising out of or resulting from errors, omissions, negligent acts, negligent performance or nonperformance of any rights or obligations of the Contractor or those of its subcontractors, agents and employees under this Contract, or arising from or based on the violation of applicable federal, State, or local law, ordinance, regulations, order or decree, whether by itself or its employees or subcontractors.
2. Further, the Contractor shall pay any claims for personal injury, bodily injury or property damage which the Contractor is legally obligated to pay and shall indemnify the Owner, their officers, agents and employees for any third party claim seeking such damages. The provisions of this Paragraph shall survive termination or expirations of this Contract with respect to any liability arising prior to such termination or expiration.

B. Insurance Requirements

The Contractor shall refer to the Insurance requirements detailed in TP-1.24 "Insurance Requirements".

#### **GC-1.21 Care of Work**

- A. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.
- B. In an emergency affecting the safety of life or property, the Contractor shall act, either at his own discretion or as instructed by the Owner, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in the Section entitled "Changes".

- C. The Contractor shall avoid damaging the sidewalks, streets, curbs, pavements, utilities, structures or any other property (except that which is to be replaced or removed) either on or adjacent to the site. Contractor shall repair, at his own expense and in a manner satisfactory to the Owner, any damage thereto caused by his operations.

#### **GC-1.22 Accident Prevention**

- A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which will occur as a result of his fault or negligence in connection with the Performance of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- C. The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from the personal injury and / or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

#### **GC-1.23 Responsibility for Damage Claims**

- A. The Contractor shall protect, defend, indemnify, save harmless, release and discharge the Owner and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials in the construction of the improvement, or on account of any act or omission by the said Contractor, or as a result of faulty, inadequate or improper temporary drainage during construction, or on account of the use, misuse, storage or handling of explosives, or on account of claims or amount arising or recovered under the Workers' Compensation Laws, or any other law, bylaw ordinance, order or decree or any claims, suits, judgments, expenses, actions, damages and costs arising from or based on the violation of any

federal, State, or local law, ordinance, regulation, order or decree, whether by himself or its employees or subcontractors. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the Work resulting from any act, omission, neglect or misconduct, in the manner or method of executing said work satisfactorily or due to the non-execution of said Work or at any time due to defective work or materials and said responsibility shall continue until the improvement shall have been completed and accepted.

- B. The Contractor shall not be held responsible for any claims arising from accidents incurred because of any traffic and/or general use permitted during the time the project or any section thereof is open to traffic except from accidents which are attributable to the Contractor's negligence.

#### **GC-1.24 Assignment**

The Contractor shall not assign this Contract in whole or in part, or any monies due or to become due under this Contract without the prior written consent of the Owner. Any attempted assignment without such consent is void ab initio. In the event that the contractor assigns all or any part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause providing that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this contract.

#### **GC-1.25 General Guaranty**

Neither the final acceptance of the Work nor the payment therefore nor any provision in the Contract documents nor partial or entire use of the Work by the Owner shall constitute an acceptance of the work which is not performed in accordance with the Contract documents or relieve the Contractor of liability for any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defect in the Work, and pay for any damage to other Work resulting from defects in the Work which shall appear within a period of one (1) year from the date of final acceptance of Work, unless a longer period is specified. The Owner shall give notice of observed defects with reasonable promptness.

#### **GC-1.26 Final Acceptance and Payment**

Upon completion of all the Work under this Contract, the Owner shall make a final inspection of the entire Work and direct the Contractor to take any corrective action to properly complete the Work. Once the Owner is satisfied that the Work is properly completed, the Owner shall announce the final acceptance of the entire project. The Owner upon final acceptance, shall pay, or cause to be paid, to the Contractor, the whole amount of money then due the Contractor under the terms below unless specified differently in another provision of this Contract.

- A. The Contractor shall prepare his invoice for Final Payment and submit it to the Owner for approval. The final payment shall consist of the total cost of Work and subject to withholding of any amount due to the Owner under the Section entitled "Liquidated Damages" under SPECIAL PROVISIONS.
- B. The Owner, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor if this is deemed necessary to protect its interest. The Owner, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties on any bond or bonds furnished under this Contract.
- C. Payment to the Contractor by the Owner shall be made subject to the following:
  - 1. If applicable, submission by the Contractor of all written certifications required of him by the Section entitled "Contractor's Certificates" under GENERAL CONDITIONS.
  - 2. That no payment made under the Contract shall act as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

**GC-1.27 Personal Liability of Public Officials**

In carrying out any of the provision of the Contract, or in exercising any power or authority granted to them by or within the scope of this Contract, there shall be no liability upon the Owner, Procurement Officer or other authorized representatives, either personally or as officials of the State. It is understood that in all such matter they act solely as an authorized agent and representatives of the Owner and/or State.

**GC-1.28 Approval Authority**

This Contract is subject to any Change Order, Contract Modification, or amendment thereto, and is subject to the approval requirements established by the State of New Jersey. The Contract shall be considered to bind the parties hereto in accordance with the Constitution and Laws of the State of New Jersey.

**GC-1.29 Remedies and Termination**

- A. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the Owner may terminate the Contract by written notice to the Contractor. The notice shall specify the acts of omission relied on as cause for termination. All finished or

unfinished supplies and services provided by the Contract shall, at the Owner's option, become the Owner's property. The Owner shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of the notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Owner can affirmatively collect damages. Upon such termination, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall also be liable to the Owner for any additional cost incurred by the Owner in its completion of the work and they shall also be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the Owner may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

**B. Termination for Convenience of the State**

The performance of Work under this Contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such determination is in the best interest of the Owner. The Owner will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of the termination and all reasonable costs associated with the termination of the Contract. However, the contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

**GC-1.30 Delays and Extensions of Time**

The Contractor agrees to prosecute the Work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the Work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, the right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work including but not restricted to:

1. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

2. Acts of the Government in either its sovereign or contractual capacity, including controls or restrictions upon or requisitioning of materials, equipment, tools of labor by reason of war, National Defense, and
3. Acts of the Owner; and
4. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of the paragraph.

Provided, however, that the Contractor promptly (within ten (10) days) notifies the Owner in writing of the cause of the delay. The Owner shall then ascertain the facts concerning the cause of the delay and the extent to which completion of the Work has been delayed. If the facts show the delay to be properly excusable under the terms of the Contract, the Owner shall extend the contract time by a period commensurate with the period of excusable delay.

#### **GC-1.31 Differing Site Conditions**

- A. The Contractor shall, within ten (10) days of discovering any of the following conditions are disturbed, notify the Owner in writing of : (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; (2) unknown physical conditions at the site of an unusual nature, differing materially from those indicated in this Contract; or (3) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of character provided for in this Contract. Upon receipt of such written notice, the Owner shall investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- B. No claim of the contractor under this clause shall be allowed unless the contractor has given notice required in A. above; provided, however, the time prescribed therefore may be extended by the Owner.
- C. No claims by the Contractor for an equitable adjustment, shall be allowed if asserted after the final payment under this Contract.

#### **GC-1.32 Changes**

- A. The Owner may take changes in the scope of the work required to be performed by the Contractor by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the Validity of the guarantee bonds, and without relieving or releasing the surety or sureties of said bonds provided that the total net amount of the changes does not change the Contract amount by more than twenty (20%). All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering life and property, the Contractor shall make no change in the Work, providing any extra or additional work, or supply additional labor, services or materials beyond that are actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- C. If the total net changes increase or decrease the total Contract Price less than twenty (20%), the Owner may authorize the change order. Before ordering the Contractor to proceed with desired changes, the Executive Director reserves the right to request an itemized proposal from bidder covering the work involved in the change after which the procedure shall be as follows:
1. If the proposal is acceptable, the Owner will prepare the change order in accordance therewith for acceptance by the Contractor, and
  2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a cost-plus-limited basis. A labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
  3. If the total changes to the Contract price exceeds twenty percent (20%) and it is feasible, without interference to the original "Primary Bid", to bid the change order work, the Owner's Board of Commissioners at their discretion may do so. Any time delay caused by the bidding of the Change Order work will be added to the performance deadline of the Primary Bid.
- D. Each change order shall include in its final form: (1) a detailed description of the change in the work, (2) the Contractor's proposal (if any) or a conformed copy thereof, (3) a definite statement as to the resulting change in the Contract Price and/or time, and (4) the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

### **GC-1.33 Suspension of Work**

- A. The Owner unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Owner may determine to be appropriate for the convenience of the Owner.
- B. If the performance of any part of the Work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner in the administration of this Contract or by his/her failure to act within the time specified in this Contract (or if no time specified within a reasonable time) an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. No adjustment shall be made under this clause for any suspension, delay or interruption to the extent: (1) the performance would have been suspended, delayed, or interrupted by any other cause including the fault or negligence of the contractor or (2) for which any equitable adjustment is provided for or excluded under any other provision of this Contract.
- C. No claim under this clause shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Owner in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but no later than the date of final payment under the Contract.

### **GC-1.34 Claims for Extra Costs**

- A. If the Contractor claims that any instructions contained herein involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before the proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided for in Section "Changes".

### **GC-1.35 Disputes**

- A. All disputes arising under this Contract of its interpretation, except those disputes or general claims covered by Federal Labor Standards Provision, whether involving law or fact or both, or extra work, and all claims for alleged breach of



contract shall within ten (10) days of commencement of the dispute, be represented by the Contractor to the Owner. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.

- B. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Owner will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.
- C. If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in questions from the final release.

#### **GC-1.36 Use of Premises**

- A. The Contractor shall confine its equipment, storage of materials for Work operations to the limits prescribed by ordinances or permits, or as may be directed by the Owner and shall not unreasonably encumber the premises with his salvaged material.
- B. The Contractor shall comply with reasonable instructions of the Executive Director and the ordinances and codes of the local government regarding signs, advertising, traffic, fires, explosives, danger signals, barricades and fire prevention.

#### **GC-1.37 Removal of Debris, Cleaning, Etc.**

All rubbish and debris found on the Contract Area at the start of the work as well as that resulting from the Work activities or deposited on the site by others, during the duration of the Contract shall be removed and legally disposed of by the contractor who shall keep the Contract Area and public rights-of-way reasonably clear at all times. Upon completion of the work, the Contractor shall remove all temporary construction, equipment, salvaged materials, trash and debris of all kinds leaving the entire Work area in a neat condition.

#### **GC-1.38 Request for Supplementary Information**

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit the appropriate action to be taken by all parties involved so as to avoid delay. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

### **GC-1.39 Business Registration Certificate**

NJSA 52:32-44a (1) & (2) impose certain requirements upon a business competing for, or entering into a contract with a New Jersey State Agency. A business organization must submit proof of business registration with the State of New Jersey to the contracting agency prior to the award of the contract, which was valid on the date of the Bid Opening. Proof of business registration shall be a copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue. Information on how a business can obtain a certificate can be obtained on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609)292-1730. Contractors must review the included mandatory “New Jersey Business Registration Requirements” language.

1. Subcontractor(s): A contractor must provide written notice to its subcontractors, regardless of the level of the contractor or subcontractor, of the requirement to submit proof of business registration to the contractor. The contractor shall obtain and maintain on file the proof of business registration of each subcontractor. In addition a copy of said “proof of business registration” by subcontractor must also be provided submitted with bid.

### **GC-1.40 Americans with Disabilities Act**

All bidders are required to read and comply with the “Americans with Disabilities Act of 1990” included as Appendix A to the bid documents.

### **GC-1.41 Pay to Play**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)

- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

#### **GC-1.42 Affirmative Action Compliance**

Bidders must review Exhibit A (attached hereafter), the mandatory language for goods and services bid specifications and contracts pursuant to N.J.A.C. 17:27-3.4, and the mandatory bid specification and contract language for employment goal compliance for

goods and services at N.J.A.C. 17:27-3.6. A complete review of both rule provisions is recommended.

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

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Bidders must also review Exhibit B (attached hereafter), the mandatory language for Construction bid specifications and contracts pursuant to N.J.A.C. 17:27-3.4, and the mandatory bid specification and contract language for employment goal compliance for construction contracts at N.J.A.C. 17:27-3.6. A complete review of both rule provisions is recommended.

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract a copy of completed form AA-201, which contractor has sent to the State of NJ.

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting  
Department of the Treasury  
State of New Jersey  
P.O. Box 209  
Trenton, NJ 08625-0209  
609-292-5473  
E-mail: [www.state.nj.us/treasury/contract\\_compliance/ccmail.html](http://www.state.nj.us/treasury/contract_compliance/ccmail.html)

### **GC-1.42B Disclosure of Investment Activities in Iran**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing

sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

#### **GC-1.43 Specifications**

All materials, equipment, supplies of services shall conform to federal and State laws and regulations and to the Specifications contained in the solicitation.

#### **GC-1.44 Delivery**

Delivery shall be made in accordance with the contract specification. The Owner reserves the right to test any materials, equipment, supplies or services delivered to determine if the Specifications have been met. Any material that is defective or fails to meet the terms of the Specifications shall be rejected. Rejected materials, shall be promptly replaced by the contractor or, in the Owner's sole discretion, by the Owner at the Contractor's sole cost. In the event the Contractor does not replace rejected materials, the Owner reserves the right to purchase replacement materials in the open market. Contractor's failing to promptly replace materials lawfully rejected shall be liable for any excess price paid by the Owner for the replacement plus applicable expenses, if any.

#### **GC-1.45 Patent, Trade Mark and Copyright Infringements**

Contractor shall indemnify, protect, defend and save harmless the Owner, its officers, agents, and employees with respect to any claim, action, cost or judgment for patent, trademark and copyright infringements, arising out of the purchase or use of materials, supplies, equipment or services covered by this Contract. This clause shall control over any other clause herein, which may conflict with it.

#### **GC-1.46 Occupational Safety and Health**

All materials, supplies, equipment or services supplied, as a result of this Contract shall comply with the applicable U.S. and New Jersey Occupational Safety and Health Act standards.

#### **GC-1.47 Prevailing Wage Contracts for Public Work**

The provisions of NJSA 34:11-56.25 et seq., Wages on Public Works, as determined by the New Jersey Department of Labor and Industry, are not applicable to this bid.

#### **GC-1.48 Multi-Year Contracts Contingent Upon Funding**

If the Owner fails to appropriate funds or if funds are not otherwise made available for the continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract may be canceled as of the beginning of the fiscal year for which

funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Owner's rights or the Contractor's right under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the Owner from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The Owner shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**GC-1.49 Ligated Damages**

Time is an essential element of the Contract and it is important that the Work be vigorously prosecuted until completion. For each day that Work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation; provided however, that due account shall be taken off any adjustment of specified completion time(s) for completion of Work as granted by approved change orders such liquidated damages are not intended as a penalty but rather as a compensation determined in advance for Contractor's failure to fully perform under this Contract.

**GC-1.50 Contractor's Invoices**

Contractor agrees to include its Federal Tax Identification or Social Security Number on the face of all invoices billed to the Owner.

**GC-1.51 Incorporation by Reference**

All terms and conditions set forth in the solicitation, any amendments thereto and Contractor's Bid/Proposal are made a part of this Contract.

**GC-1.52 New Jersey Law Prevails**

The parties agree that:

- A. This Contract was made and entered into in New Jersey, and under the laws of New Jersey.
- B. The Law of New Jersey shall govern the resolution of any issue arising in connection with this Contract, including, but not limited to, all questions concerning the validity of this Contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

**GC-1.53 Retention of Records**

The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the Owner hereunder or any statute of limitations, whichever is longer, and shall make them available for inspection by authorized representatives of the Owner at all reasonable times.

**GC-1.54 General Condition Controlling**

In the event of a conflict between these General Conditions and any other provision of the Contract Documents, these General Condition shall prevail unless such other provision expressly provides to the contrary.

**GC-1.55 Dissemination of Information**

During the term of this Contract, the contractor shall not release any information related to the services or performances of the services under this Contract nor publish any reports or documents.

**GC-1.56 Insolvency**

In the event the Contractor files a voluntary petition in the Bankruptcy Courts of the United States, Contractor shall notify the Owner in writing of its intent to file. This notice must be received by not less than ten (10) days prior to such filing. Failure to provide such notice shall be a material breach of the Contract, and in this event, this Contract shall, as a result of such breach, terminate automatically and cease to be of any further force or effect as of the ninth (9<sup>th</sup>) day prior to such filing. In the event Contractor becomes the subject of an involuntary petition filed in the Bankruptcy Courts of the United States, Contractor shall notify the Owner of such filing no later than ten (10) days after the petition was filed. Failure to provide such notice shall be a material breach of the Contract, and in that event, this Contract shall, as a result of such breach, terminate automatically and cease to be of any further force and effect as of the eleventh (11<sup>th</sup>) day after such filing.

**SECTION A**  
**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by and between \_\_\_\_\_ hereinafter called  
the Contractor, and the New Brunswick Parking Authority.

**WHEREAS:**

The Contract for furnishing all labor and materials and completing Contract No. NBPA-PARC-MT-112018 for the New Brunswick Parking Authority, subject to all the conditions, covenants, stipulations, terms and provisions contained in certain plans and specifications, a copy of which is hereto attached, and in all respects made a part hereof, has recently been awarded to the Contractor by the New Brunswick Parking Authority at and in sum equal to the aggregate cost thereof at the prices named therefore in the proposal attached hereto.

**AND WHEREAS:**

It was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the New Brunswick Parking Authority evidencing the terms of said award. The initial term of the contract is for one (1) year and may be continued for two (2) additional, one (1) year periods at the option of the New Brunswick Parking Authority.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH:**

That the Contractor does hereby covenant and agree with the New Brunswick Parking Authority that the Contractor shall well and faithfully furnish all labor and materials and deliver and complete said Contract No. NBPA-PARC-MT-112018 for the New Brunswick Parking Authority, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said specification, at and for a sum equal to the aggregate cost thereof at the prices named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon the Contractor by said specifications or the terms of said award.

**AND:**

The New Brunswick Parking Authority does hereby covenant and agree with the Contractor that it shall pay to the contractor, when due and payable under the terms of said specification and of said award, the below mentioned sum; and that it shall well and faithfully comply with and perform each and every obligation imposed upon it by said specification or by the terms of said award.



Contractor agrees to be bound by all of the terms and conditions of the documents set forth in the Table of Contents, attached hereto, all of which documents are attached hereto or intended to be attached as part hereof the extent such terms and conditions are applicable to the performance of this Agreement.

This Agreement contains the entire agreement between the Parties. It may not be altered or supplemented orally.

It is agreed and understood by all Parties hereto that the execution of this Agreement shall be considered to bind the Parties hereto in accordance with the constitution and the laws of the State of New Jersey.

IN WITNESS WHEREOF:

The Parties of these presents have hereunto caused this Agreement to be executed, the day and year first above mentioned.

PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK

Part I – Monthly Fixed Fee Hardware Support and Maintenance Service Costs

NOTE: a 5% discount will be applied for payments paid in full for the entire contract year

- A. First Year:  
\$\_\_\_\_\_ Per Month x 12 Months = \$\_\_\_\_\_
- B. Second Year:  
\$\_\_\_\_\_ Per Month x 12 Months = \$\_\_\_\_\_
- C. Third Year:  
\$\_\_\_\_\_ Per Month x 12 Months = \$\_\_\_\_\_

Part II – Non-Routine Hourly Repair Rates

- A. First Year:  
Regular: \$\_\_\_\_\_ Per Hour  
After-Hour: \$\_\_\_\_\_ Per Hour

Holiday: \$\_\_\_\_\_ Per Hour

B. Second Year:

Regular: \$\_\_\_\_\_ Per Hour

After-Hour: \$\_\_\_\_\_ Per Hour

Holiday: \$\_\_\_\_\_ Per Hour

C. Third Year:

Regular: \$\_\_\_\_\_ Per Hour

After-Hour: \$\_\_\_\_\_ Per Hour

Holiday: \$\_\_\_\_\_ Per Hour

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director, NBPA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Company or Business Name (Seal)

\_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name/Title

\_\_\_\_\_  
Contractor's Federal Tax ID Number  
Or Social Security Number



That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Renal Sum of this Performance Bond as stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally only for the purpose of allowing a joint action or actions against any and all of us, for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

**WHEREAS:**

Principal has entered into or shall enter into a contract with the New Brunswick Parking Authority, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provision, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as “the Contract”.

**WHEREAS:**

It is one of the conditions precedents to the final award of the Contract that these present be executed.

**NOW, THEREFORE:**

During the original term of said Contract, during any extensions thereto that may be granted by the New Brunswick Parking Authority, and during the warranty period, if any required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and fully perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the New Brunswick Parking Authority to be in default under the Contract, the Surety may, within 15 days after notice of default from the New Brunswick Parking Authority, notify the New Brunswick Parking Authority of its election to either promptly proceed to remedy the default or promptly proceed to complete the Contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the New Brunswick Parking Authority thereupon shall have the remaining Contract work

completed, Surety to remain liable hereunder for all expenses for completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of New Jersey and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

**IN WITNESS WHEREOF:**

Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose mane he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: The corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

\*\*\*\*\*

In Presence of:  
Witness:

Individual Principal

\_\_\_\_\_ as to

\_\_\_\_\_ (Seal)

\*\*\*\*\*

In Presence of:

Co-Partnership Principal

Witness:

\_\_\_\_\_ as to

\_\_\_\_\_ (Seal)

Name of Co-Partnership

\_\_\_\_\_ as to

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ as to

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ as to

By: \_\_\_\_\_ (Seal)

\*\*\*\*\*

Corporate Principal

\_\_\_\_\_ (Seal)

Name of Corporation

Attest:

\_\_\_\_\_

Corporate Secretary Date

By: \_\_\_\_\_ Affix  
Corporate Seal

\_\_\_\_\_  
Signature Date

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

\*\*\*\*\*

\_\_\_\_\_  
Surety

Attest:

\_\_\_\_\_

Bonding Agent's Name

By: \_\_\_\_\_ Affix  
Corporate Seal

\_\_\_\_\_  
Signature Date

\_\_\_\_\_

Agent's Address

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

\_\_\_\_\_

Business Address of Surety

SECTION L

BID BOND

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we (Bidding Company) \_\_\_\_\_  
As Principal, hereinafter called the Principal, and (Bonding Company)

\_\_\_\_\_

A corporation duly organized under the laws of the State of \_\_\_\_\_  
Or an individual qualified surety, as Surety, hereinafter called the Surety, are held and firmly bound unto the Parking Authority of the City of New Brunswick, hereinafter called, "Parking Authority," for the sum of \_\_\_\_\_  
\_\_\_\_\_ (Dollars) for payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS:**

The Principal has submitted a bid for \_\_\_\_\_  
(Contract No. and Title)

**NOW THEREFORE:**

If the Principal, upon acceptance by the Parking Authority of its bid identified above, within the period specified herein for acceptance (90 days, if no period specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (10 days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in Principal's bid and such larger amount for which the Parking Authority may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Parking Authority, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than 90 calendar days in addition to the period originally allowed for acceptance of the bid.



\*\*\*\*\*

In Presence of: Individual Principal  
Witness:

\_\_\_\_\_ as to \_\_\_\_\_ (Seal)  
(Name)

\*\*\*\*\*

In Presence of: Partnership Principal  
Witness

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

\_\_\_\_\_ as to \_\_\_\_\_ (Seal)  
Partner

\_\_\_\_\_ as to \_\_\_\_\_ (Seal)  
Partner

\_\_\_\_\_ as to \_\_\_\_\_ (Seal)  
Partner

\*\*\*\*\*

Attest: Corporate Principal

\_\_\_\_\_  
(Name of Corporation) Affix

\_\_\_\_\_  
Corporate Secretary Date By: \_\_\_\_\_  
President Seal

Attest: \_\_\_\_\_  
(Surety) Affix

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Attorney-in-fact Seal

Bonding Agent's Name \_\_\_\_\_

Agents Address \_\_\_\_\_

Certification to the Parking Authority of the attorney in fact to commit the surety company must accompany this Bond, and true and correct statement of the financial condition of said surety.

**CONSENT OF SURETY**

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: \_\_\_\_\_  
(Owner)

Re: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the  
\_\_\_\_\_  
(Surety Company)

will provide to \_\_\_\_\_ a performance bond  
in \_\_\_\_\_ (Owner)  
the full amount of awarded contract in the event that said contractor is awarded a contract  
for the above project.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

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

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT  
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE  
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

**SECTION P**  
**BID**

BID OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

BID GUARANTEE \_\_\_ 10% of bid not to exceed \$20,000.00 \_\_\_\_\_

TIME OF COMPLETION \_\_\_ See TP-1.04 Duration \_\_\_\_\_

LIQUATED DAMAGES  
PER CALENDAR DAY \_\_\_\_\_ N/A \_\_\_\_\_

**BIDS ARE IRREVOCABLE FOR 90 DAYS FOLLOWING BID OPENING**

**TO THE NEW BRUNSWICK PARKING AUTHORITY**

**GENTLEMEN:**

The undersigned hereby declares to have carefully examined the Specifications entitled: **CONTRACT NO. NBPA-PARC-MT-112018, PARKING ACCESS AND REVENUE CONTROL SYSTEM, INSPECTION, REPAIR, AND MAINTENANCE AT NEW BRUNSWICK PARKING AUTHORITY**, dated November 2018.

The undersigned proposes and agrees to furnish all labor, materials, equipment and services necessary for the above-said project for the New Brunswick Parking Authority in accordance with the Specifications and other Contract Documents including Addenda issued by the New Brunswick Parking Authority, number(s) \_\_\_\_\_ at and for the following price(s):

For the basis of this bid an arbitrary fixed number of hours for non-routine repairs has been set. This is for bid calculations only, the actual number of hours used per year for non-routine repairs will be based on need and may be higher or lower than the number of hours used for the bid calculations.

Part I – Monthly Fixed Fee Hardware Support and Maintenance Service Costs

NOTE: a 5% discount will be applied for payments paid in full for the entire contract year

A. First Year:

\$ \_\_\_\_\_ Per Month x 12 Months = \$ \_\_\_\_\_

B. Second Year:

\$ \_\_\_\_\_ Per Month x 12 Months = \$ \_\_\_\_\_

C. Third Year:

\$ \_\_\_\_\_ Per Month x 12 Months = \$ \_\_\_\_\_

Sub-Total Part I = \$ \_\_\_\_\_

Part II – Non-Routine Hourly Repair Rates

A. First Year:

Regular: \$ \_\_\_\_\_ Per Hour x 1000 hours = \$ \_\_\_\_\_

After-Hour: \$ \_\_\_\_\_ Per Hour x 500 hours = \$ \_\_\_\_\_

Holiday: \$ \_\_\_\_\_ Per Hour x 100 hours = \$ \_\_\_\_\_

B. Second Year:

Regular: \$ \_\_\_\_\_ Per Hour x 1000 hours = \$ \_\_\_\_\_

After-Hour: \$ \_\_\_\_\_ Per Hour x 500 hours = \$ \_\_\_\_\_

Holiday: \$ \_\_\_\_\_ Per Hour x 100 hours = \$ \_\_\_\_\_

C. Third Year:

Regular: \$\_\_\_\_\_ Per Hour x 1000 hours = \$\_\_\_\_\_

After-Hour: \$\_\_\_\_\_ Per Hour x 500 hours = \$\_\_\_\_\_

Holiday: \$\_\_\_\_\_ Per Hour x 100 hours = \$\_\_\_\_\_

Sub-Total Part II = \$\_\_\_\_\_

Part III – Total Contract Cost (Part I plus Part II) = \$\_\_\_\_\_

TOTAL CONTRACT COST \_\_\_\_\_

\_\_\_\_\_ DOLLARS

AND \_\_\_\_\_ CENTS. (\$ \_\_\_\_\_)

Award of this contract will be based on the lowest responsive and responsible bid, meeting specifications.

The foregoing prices include and cover the furnishing of all vendor/subcontractor labor, and materials, mark-up, overhead, and profit, delivery, storage, burden, installation, equipment, tools, insurance, and all similar incidental costs to complete each individual task, as set forth, described and shown in the Specifications and other Contract Documents.

Each and every person bidding and named above must sign here. In case of firm, give the first and last name of each member in full with residence.

In case a bid shall be submitted by or on behalf of any corporation, it must be signed on the name of such corporation by an authorized officer or agent thereof, who shall also subscribe his name and office. If practicable, seal of the corporation shall be fixed.

\*\*\*\*\*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name (Seal)

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's Federal ID Number

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(REVISED 4/10)

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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



## **EXHIBIT A (Cont)**

court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

The contractor and the Parking Authority of the City of New Brunswick, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *SI21 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Solicitation Number:** \_\_\_\_\_ **Proposer:** \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

***FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.***

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

**PLEASE CHECK THE APPROPRIATE BOX:**

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
**AND**
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

---

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

**You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.**

Name: _____ Relationship to Proposer: _____
Description of Activities: _____ _____
Duration of Engagement: _____ Anticipated Cessation Date: _____
Proposer Contact Name: _____ Contact Phone Number: _____

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to**

**execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.**

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

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