

**West New York Parking Authority
Hudson County, NJ
Notice to Bidders**

Sealed bids will be received by the Executive Director of the West New York Parking Authority , in the County of Hudson, New Jersey, at the West New York Parking Authority, 224-60th Street, West New York, N.J. **Wednesday, September 6, 2017 at 10:00 a.m.** for: "**Overhead high performance line Extreme 300 Series Grille Or equal for the 62nd street Garage**" aforesaid, in accordance with the specifications now on file in the office of the Executive Director, 224-60th Street, West New York, N.J., where same may be obtained during office hours from 9:00 a.m. to 4:00 p.m.

Bids for said Contract must be based upon and in strict accordance with the aforesaid specifications.

All Bids must be stated in words and figures.

All Bids shall be submitted in sealed envelopes addressed to the West New York Parking Authority , the envelope shall have marked conspicuously on its face on the top right-hand side in letters not less than one inch the word "**Public Bid**" followed immediately below those words in letters not less than one half inch high: "**Overhead high performance line Extreme 300 Series Grille Or equal for the 62nd street Garage** " and underneath that "**To be received on the 6th day of September, 2017 at 10:00 a.m.**"

If Bids are to be accepted by mail or courier, the Bids must be placed in an outer envelope, which on the top right-hand side shall clearly designate in the same manner as set forth above, the same size and information. The inner envelope shall have specifically placed in the center the same information as set forth above and on the bottom left-hand side the name and address of the Bidder.

All Bids delivered by mail or other postal service shall be addressed specifically to the West New York Parking Authority and if delivered by a postal service shall be delivered to the office of the Amiris Perez, Executive Director between the hours of 9:00 a.m. and 4:00 p.m. prior to the time set forth for the opening of the Bid and not earlier than 48 hours previous to the opening of the Bid.

The burden is upon the Bidder to comply specifically with the directions in the "Notice to Bidders". The Bidders are put on notice that because of precautions resulting from terrorist's threats, packages may be opened if directed to the wrong office of the Parking Authority.

Any Bid not delivered in the manner as set forth in this "Notice to Bidders" shall be declared void.

All bids must be submitted on forms for that purpose to be obtained from the Purchasing Agent.

All requests for specifications must be made in writing on company letterhead and faxed to 201-869-6637.

Each bidder shall deposit with his bid a certified check or cashier's check, or bid guarantee in the form of a bid bond (cash will not be accepted) drawn to the West New York Parking Authority, in the amount of ten percent (10%) and not to exceed \$20,000 of the total bid, as provided in the said specifications, as a guarantee of good faith in bidding and shall also submit a certificate from a surety company stating that it will provide the bidder with a bond in such sum as is required in the advertisement or in the specifications. **BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, C.127 (N.J.A.C. 17:27).**

Bidders are required to comply with P.L. 2004 c. 57 (Chapter 57) (Business Registration Law) as more specifically set forth in bid specifications.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 as set forth in bid specifications.

The Authority of West New York reserves the right to waive informalities in bids and to reject any and all bids, if deemed in the best interest of the Authority so to do.

Dated: August 23, 2017

Amiris Perez,
Executive Director

By Order West New York Parking Authority

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
(GOODS & SERVICE CONTRACTS)

General Information

It is the purpose of those General Conditions and Instructions to establish an understanding of the intent of the Authority of West New York to purchase goods and services as further described herein: **Overhead high performance line Extreme 300 Series Grille Or equal for the 62nd street Garage** as further detailed in the Proposal Form, and Technical Specifications (if included). Any brand name of products stated are for reference purposes only, and not a statement of preference.

Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as conditions of the bid specifications. Failure to comply with any section of this bid specifications may be deemed just cause for rejection of the bid as being non-responsive, and not meeting specifications.

Plans and specifications may be reviewed and /or acquired at the West New York Parking Authority during 9a.m. to 4 p.m. Monday through Friday.

Sealed bids will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and publicly read aloud. **No Bids will be accepted beyond the time specified.** Though bids may be received by mail or other courier services, the Authority takes no responsibility for the loss, non-delivery, late delivery or physical condition of the bids so sent.

I. PREPARATION OF BID PROPOSAL

1. Bid Submission

All bids shall be submitted on the proposal forms furnished herein and shall be enclosed in a sealed envelope, with the name of the bidder and the name of the project plainly and clearly marked on the outside as follows:

To: West New York Parking Authority
224 – 60th Street
West New York, NJ 07093

Proposal For: “**Overhead high performance line Extreme 300 Series Grille Or equal for the 62nd street Garage**”

Submitted By: (Name of Bidder)

2. Bid Opening:

At the time fixed, bids will be opened and read publicly. All bidders or their authorized representatives are invited to be present.

Hour: 10:00 a.m.

Date: Wednesday, September 6, 2017

Place: West New York Parking Authority
224 – 60th Street
West New York, New Jersey 07093

3. Bid Completion

The bidder shall fill in all blank spaces in the bid form using ink or typewriter and sign same in ink. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Bids containing any conditions not called for in the proposal, or irregularities of any kind, may be cause for rejections by the Authority.

4. Partnership

If the firm bidding is a Partnership, this proposal shall be signed by at least one (1) partner. If the person signing does not state that he/she is a partner, this proposal shall be rejected.

5. Corporation

If the firm bidding is a Corporation, this proposal shall be signed by its President or other officer, i.e., Vice President, Treasurer, Comptroller or Secretary. This proposal may be executed by other than the aforesaid corporate officers, if they have been duly authorized to so act on behalf of the corporate officers, pursuant to a resolution of the corporate Board of directors. In that event, a

certified copy of said Resolution or Authorization must be attached to this proposal. If a certified copy of the Resolution is not attached, this proposal shall be rejected.

6. Limited Liability Company (LLC)

If a firm bidding is a LLC, under the provisions as stated under N.J.S.A. 42: 2B-1, New Jersey Limited Liability Company Act, this proposal shall be signed by a Member or a Manager of the LLC, as defined by the Title 42:2B-9.

This proposal may be executed by other than the aforesaid Member or Manager, if they have been duly authorized to so act on the event, a certified copy of said Resolution or Authorization must be attached to this proposal. If a certified copy of the Resolution is not attached, this proposal shall be rejected.

7. Conditional Bids

Conditional bids will not be accepted.

8. Time to Award Contract

Bids are to remain firm for a period of not less than (60) sixty days. Award or rejection of bids will be made within this period.

9. Award of Bid

The Authority will award the bid to the entity submitting the lowest price in dollars (U.S.) for the service (s) as described in this document.

10. Challenge to Bid Specifications

Any challenge to bid specifications must be made, no later than three (3) business days prior to the bid opening. All challenges must be made in writing and received in the office of the Purchasing Agent, 224 - 60th Street, West New York, NJ, no later than three (3) days prior to bid opening.

11. Withdrawal of Bids

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 bids has arrived, or for (60) sixty days thereafter. The written request shall be signed by the Bidder.

12. Comparison of Bid Prices

The price will include the cost of insurance, bond and other charges incidental to the work or delivery.

13. Tax Exemption

Prices quoted in all bids shall include delivery (FOB destination) and exclusive of all Federal, State or local taxes from which the Authority is exempt.

14. Contract Term

The contract shall be for a period of one year from the date of commencement as stated on the Notice to Proceed, with a one year renewal option at the election of the Authority.

15. U.S. Manufactured Products

In accordance with N.J.S.A. 40A: 11-18, only manufactured and farmed of the United States wherever available, shall be used in connection with this contract.

16. Substitutions

In order to establish standard of quality, the Authority may have in the detailed specifications, referred to certain products by brand name. This procedure is not to be construed as eliminating from consideration other products of equal or better quality by other manufacturers where fully suitable by design.

All substitution item(s) proposed by a bidder as “approved equal” shall be considered and evaluated by the Authority, however the burden of proving to the Authority the equivalency of a product other than the product specified shall be assumed by the bidder. Should the bidder elect to prove such equality and to substitute, the bidder shall document his/her submitting on their letterhead, a full and detailed written comparison, listing in detail each and every variation, referring to the paragraph and specification to which the descriptive data. The Contractor is made aware that a general exception cannot be taken for any paragraph or item. Failure by the Contractor to submit the above information may be grounds for rejection of the bid.

17. Proposal Guarantee

Each proposal shall be accompanied by a certified check, cashier’s check or bid bond in the amount of not less than 10% of the total amount bid in the proposal, but not to exceed \$20,000.00 (If contract is open ended, bid proposal amount shall be calculated based on maximum amount bid, i.e. if the maximum amount the Authority may purchase under a contract is 10 widgets, and the bidder bids \$10/widget, the total contract amount is \$100.00, regardless of whether in actuality the Authority thereafter purchases 10 widgets during the life of the contract). No Cash will be accepted. The certified check, cashier’s check, money order or bid bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the bidder shall execute the contract and provide a performance bond in the full amount of the contract.

If a bid bond is offered as a guarantee, it must be made by a surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company. It will be non-conditional. Included with the bid bond must be such

documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check or cashier's check is offered as a guarantee, It shall be made payable to the West New York Parking Authority

This non-request of a proposal guarantee does not waive the Authority's right to pursue liquidated damages and/or other damages according to law.

18. Consent of Surety

When a performance bond is required by the bid specifications, all bidders shall submit, with their bids, a certificate from an approved surety company, authorized to do business in the State of New Jersey, stating that it will provide the contractor with a performance bond for such sum as required. The successful bidder will be required to furnish a surety will be non-conditional.

This non-request of a consent of surety does not waive the Authority's right to pursue liquidated and/or other damages according to law.

19. Return of Bid Guarantee

The bid guarantee of all bidders except the apparent three (3) lowest responsible bidders on the contract will be returned within (10) working days after the opening of bids, Sundays and holidays excepted. The bids of such bidders will be considered as officially withdrawn. Within three (3) working days after awarding and signing of the and the approval of the contractor's performance bond, (if any is required), the bid guarantee of the remaining unsuccessful bidders will be returned.

Upon execution of the contract by the successful bidder, acceptance by the Authority of the performance bond, and the receipt of the certificate of insurance, the bid guarantee of the lowest bidder will be required.

20. Time for Executing Contract & Liquidated Damages for Failure to Enter Into Contract

Within ten (10) calendar days of the award of the contract, the AUTHORITY OF WEST NEW YORK shall notify the successful bidder in writing, at the address and/or facsimile number set forth in the Bid Proposal, and such notice shall specify the place and time for delivery of the executed contract, and all others documents required of a successful bidder. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the WEST NEW YORK PARKING AUTHORITY to declare the contractor non-responsive and to award the contract to the next lowest bidder.

The Notice to proceed may be served concurrently with the Notice of Award the address and/or facsimile number set forth in the Bid Proposal. The commencement date, and the date upon which all documents required to be executed and provided by the successful bidder must be provided and received by the Authority, may be as soon as ten (10), but not earlier than ten (10) days after the receipt by the successful bidder of the Notice of Award (such notice may be sent by e-mail, facsimile or by the mails).

Any bidder whose Proposal is accepted will be required to execute three (3) copies of the contract and furnish satisfactory bonds, and insurance certificates to the Authority within twenty-one (21) days after the Award or within such shorter period as set out in the Notice of Award.

The successful bidder, upon failure or refusal to execute and deliver the signed contract, bond and insurance certificates required, within twenty-one (21) days after receipt of Notice of Award, or within such shorter period as set out in the Notice of Award, shall forfeit the certified check, cashier's check or bid bond to the Authority as liquidated damages for such failure or refusal, unless the Authority grants an extension of time for the execution of the agreement and the provision of other required documents.

The damages to the Authority for breach as above provided will include loss from interference with its program and other items whose accurate amount will be difficult or impossible to compute. The amount of the bid guarantee accompanying the proposal of such bidder shall be retained by the Authority, not as a penalty, but as liquidated damages for such breach. In the event any bidder whose proposal has been accepted shall fail, refuse to execute the contract as hereinbefore provided, the Authority may, at its option, determine that such bidder has abandoned the contract and thereupon the proposal and the acceptance thereof shall be null and void, and the Authority shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in this contract shall become effective and binding upon the parties only with its formal execution by the Authority. Any services delivered prior to say execution of contract shall be at the bidder's risk.

21. Performance Bond (NOT REQUIRED)

Within ten (10) days after notice of the award, the bidder to whom the contract has been awarded shall furnish and deliver surety bond, conditioned for the faithful performance and completion of the work, and for the payment of all lawful claims and bills against the contractor for all labor, material, tools, and equipment used on or in connection therewith. The bond shall not be returned or canceled until all liability to any and all persons protected by the conditions of said bond shall have been met by the contractor or person primarily liable for the payment thereof, or by the surety on said bond.

The bond required for the faithful performance of the contract, shall be in such sum equal to one third (1/3) of the total amount of the contract, shall be non-conditional and satisfactory to the Authority Counsel and shall be executed by a Surety Company licensed to do business in the State of New Jersey. In no case shall the contractor begin work prior to approval of said bond by the Authority.

This non-request of a performance bond does not waive the Parking Authority's right to pursue liquidated and/or damages, as a result of a breach or other non-performance by the successful bidder.

22. Laws, Ordinances and Regulations

The contractor shall keep fully informed of all federal, state, local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in the services, or which in any way affect the services. The contractor and all the employees of the contractor shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders or decrees.

The contractor must secure all insurance, licenses and pay any inspection in accordance with provisions as set forth in laws, ordinances and resolutions by all governmental agencies affecting the work at the bidder's own expense. The successful bidder shall be solely responsible for any damage resulting from neglect to obey all laws, regulations, rules and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract.

23. Safety Manuals, Instructions, Videos and Technical Specifications

(If Applicable) In addition to any other materials called for in any part of these specifications, the successful bidder shall furnish to the Authority at the time of delivery, all safety and operating manuals, instructions, instructional videos, and technical specifications relative to the item or items provided. The successful bidder shall continue to be obligated to deliver all modifications, additions, and supplements to any materials delivered including any recall notices issued relative to the item or items provided.

24. On Site Safety and Operating Instruction

(If Applicable) The successful bidder shall provide to personnel selected by the Authority, operating and safety instructional sessions relative to the proper care and use of the item or items delivered. These instructions shall be conducted by the successful bidder at a location or locations to be selected by the Authority. The sessions shall be provided by persons who are expert at the care and operation of the item or items delivered.

25. Worker and Community Right to Know Act

The successful bidder shall comply with the Worker and Community Right to Know Act, N.J.S.A. 34:5A.1 et seq.

26. Estimates

The quantity of the items listed in the technical section of this document are estimates. These estimates, to the best of the Authority's knowledge, are accurate and concise. However, the Authority makes no representation that these are the exact quantities required during the period of the contract.

27. Technical Questions

All technical questions should be faxed at 201-869-6637 attn: Xenia Rivero, Purchasing Agent.

II. CONTRACT REQUIREMENTS

1. Requirements Under Right to Know

As required by the Workers' Right-To-Know Act, material safety data sheets must be submitted with signed contract documents, where applicable, concerning hazardous substances.

2. Additional Payment

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

3. Defective Materials/Work

The materials and/or supplies furnished shall be free of defects of material and workmanship and any such defect that may develop in normal use and service shall be replaced or repaired by the successful bidder without cost to the Authority.

4. Cancellation of Contract

The Authority reserves the right to unilaterally cancel this contract upon 30 day notice to the vendor.

5. Travel Time

The Authority will not be billed, or pay, for travel time.

6. Americans With Disabilities Act - Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the AUTHORITY do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the AUTHORITY 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 AUTHORITY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the AUTHORITY, 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 AUTHORITY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the AUTHORITY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the AUTHORITY or if the AUTHORITY 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 AUTHORITY 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 AUTHORITY or any of its agents, servants, and employees, the AUTHORITY shall expeditiously forward to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the AUTHORITY or its representatives.

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

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

7. INSURANCE REQUIRMENTS FOR VENDORS & SUPPLIERS WORKING ON PREMISES

The following are minimum, basic, coverages and limits which must be furnished if a contractor or vendor is acceptable to the Authority. The Authority reserves the right to make additional requirements based on the contract. The Authority of West New York at its own discretion may require additional coverages and limits as it deems necessary for any specific contract. Final approval, including any required changes, must be approved by the Authority Law Department prior to the award of a contract.

The Vendor and/or Supplier may be asked to furnish in addition to a certificate of insurance, a letter signed by a properly authorized representative of its insurer, agent, or broker which includes the following language:

Commercial General Liability – \$1,000,000 Each Occurrence, \$2,000,000 Aggregate, including Contractual Liability

Workers' Compensation/Statutory Benefits and Employers - \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 policy

Business Automobile, Including: \$1,000,000 Combined Single Limit per Accident, Hired/Non Owned Auto

Umbrella Liability - \$5,000,000

The usual additional insured language protecting the Authority should be included in the requirements, i.e. "Authority of West New York" or "The Authority of West New York, and its officials and employees are included as additional insureds". Coverage for the additional insureds should be included in the CGL, Auto and the Umbrella policies.

8. Form of Contract

If awarded a contract, the bidder agrees to enter into a contract substantially in the form attached hereto with the West New York Parking Authority

III. MISCELLANEOUS NOTICES TO ALL BIDDERS

1. Notice re: Pay-to-Play/Election Contribution Disclosure Language

Bidders are advised that a for-profit business entity that has received \$50,000 or more through government contracts in a calendar year, must file an annual disclosure statement on political contributions with the New Jersey Election Law Commission pursuant to P.L. 2005 c. 271 by March 30. It is a bidder's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2. Notice re: Truth in Contracting

All are put on notice that according to the Truth in Contracting provisions (N.J.S.A. 2C-21-34), vendors who submit false claims and representations are subject to severe penalties. These penalties include mandatory prison terms up to ten (10) years and fines up to \$150,000.00. Other civil and criminal penalties may apply.

3. Business Registration Of Public Contractors

All government contracting units in New Jersey have received new responsibilities under the recently enacted P.L. 2004, c.57. Starting September 1, 2005 all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

Please note: Bidders, contractors, and subcontractors, as set forth in N.J.S.A. 40A: 11-16, are required to submit a copy of their New Jersey Business Registration Certificate with their Bid Documents.

**PROOF OF THE
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
Local Finance Notice 2004-24**

Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 **requires that each bidder (contractor) submit proof of business registration with the bid proposal.** Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use of tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

IV. BID REVIEW CRITERIA

1. Qualifications of Bidder

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

2. Successful Bidder

The successful bidder will be the one who submits the lowest responsive and responsible bid for the service (s) as described herein. The Authority reserves the right to reject any and all bids, to award in whole or a part of any bid.

The bid will be awarded, provided that in the judgment of the Authority, it is reasonable and in the interest of the Authority. The award will be made within (60) sixty days from the opening of the bid(s).

3. Award of Tie Bids

The Authority reserves the right of award a tie bid to the vendor it determines best meets the needs of the Authority.

4. Right to Reject Bids

The Authority reserves the right to reject any and all bids, to award in full or in part, to waive immaterial defects or informalities in any bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the Authority to do so. In the case of a tie bid, the Authority reserves the right to award the bid to the contractor it determines will best meet the needs of the Authority.

5. Causes for Rejection

Proposals from bidders who are found to be unqualified and proposals not accompanied by all required and properly completed bid documents may be rejected. In addition, cause for rejection of proposals may include, but not limited to, the following:

- A. If prices are obviously unbalanced;
- B. If received from bidders who have previously performed work in an unsatisfactory manner;
- C. If the Purchasing Agent at his sole discretion, deems it advisable to do so in the best interest of the Authority of West New York;

- D. If conditions, limitations or provisions are attached by a bidder to the bid proposal, if proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed;
- E. If the bidder does not own sufficient or satisfactory equipment to perform the work, or state licensure (s);
- F. If the bidder submits false information;
- G. If when a bid is extremely inconsistent with the industry's standards, such bid shall be considered lowest bid. The determination as to industry standards shall be made by the Purchasing Agent and shall be kept on file by the Purchasing Agent;
- H. When a bidder is deemed not responsible;
- I. When a bidder is deemed to have past negative experience with the Authority;
- J. Any of the reason for rejection of bids are stated in N.J.S.A. 40 A:11-13.2

6. Delivery of Items

The items must be delivered (FOB Destination). Within a reasonable amount of time after the receipt of a purchase order.

7. Items to Be Ordered "As Needed" Basis (Open-Ended Contract).

The service will be ordered on an "as needed" bases, but not to the extent that it exceeds contractual limitations during the initial one year term, and any renewal term.

8. Availability of Funds

This contract is contingent on the availability and appropriation of funds.

V. REQUIRED FORMS

1. Proposal Guarantee (if requested) See N.J.S.A. 40A 11-21
2. Consent of Surety (if requested) See N.J.S.A 40A 11-22
3. Bid Proposal Form
4. Non-Collusion Affidavit Form (This form must be notarized)
5. Ownership Disclosure Form

In accordance with PL. 1977 Chapter 33, all bidders shall submit with the bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners, in the partnership, who own (10) ten percent or more of its stock, of any class, or of all individual partners in the partnership, who own (10) ten percent or greater interest therein, as the case maybe. If the stockholder is itself a corporation, the stockholders holding (10) ten percent or greater interest in the owning (10) ten percent or greater interest in the partnership, as the case may be, shall be listed.

Attached is a form (Partnership Disclosure Statement) which shall be used to comply with this agreement.

7. Bidder's Acknowledgment Form

Bidders are required to submit the enclosed Bidder's Acknowledgment Form.

8. State of New Jersey Business Registration Certificate.
9. Acknowledgment of Receipt of Changes to Bid Documents Form
10. Forms to be submitted by the Successful Bidder

The following documents will be required from the successful bidder only, and may be submitted after notification of award:

- a) Performance Bond (If required)
- b) Affirmative Action Documents
- c) Certificate of Insurance and
- d) Signed Contracts (will be sent to successful bidder upon Notification of award).

The Authority will provide a successful bidder with the following forms:

- a) Notice of Award
- b) Notice to Proceed

VI. BID FORMS

1. AWARD OF BID AND PERFORMANCE OF CONTRACT

**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.

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 form 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 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 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. 105-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

NON-COLLUSION AFFIDAVIT

RE: PROPOSAL FOR:

STATE OF NEW JERSEY

AUTHORITY
OF

SS:

I, _____ of the municipality of
_____ being of full age, being duly sworn according to
the law on my oath deposes and say that:

I am _____ of the firm of
_____ (Title)
the bidder making the Proposal for the above named project, and that I executed the said proposal
for the full authority to do so; that said bidder has not, directly or indirectly, entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free
competitive bidding in connection with the above named project; and that all statements contained
in said Proposal and in this affidavit are true and correct, and made with full knowledge that the
Authority of West New York relies upon the truth of the statements contained in said Proposal and
in the statements contained in this affidavit in awarding the contract for the said project.

Signature: _____

Subscribed and sworn to before me on this _____ day of _____ 2005

Notary Public

Type or Print Name of
Affiant Under Signature

My Commission Expires:

PARKING AUTHORITY OF WEST NEW YORK

OWNERSHIP DISCLOSURE FORM

NOTE: It is mandatory that this form be completed and submitted with the bid proposals by all bidders who are either corporations or partnerships, or limited partnerships.

In accordance with PL. 1977, c. 33, a corporate or partnership bidder must submit a statement setting forth the names and addresses of all stockholders in the corporation or those who own interests in the partnership, who own (10) TEN PERCENT or more of its stock, of any class or of all individual partners in the partnership who own a (10) ten percent or greater interest therein, as the case may be. If one or more such stockholder or partner is, itself, a corporation or partnership, the stockholders holding (10) ten percent or more of that corporation's stock, or an individual partner owning (10) ten percent or more interesting the partnership, as the case may be, shall be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the (10) ten percent Authorityship criteria established by this act has been listed.

A. Name _____ of _____ Bidder:

Corporation/Partnership/Limited Partnership (Circle One)

Address _____ of _____ Bidder:

3) Stockholders or Partners with (10) Ten Percent or Greater Interest:

- 1.
- 2.
- 3.
- 4.
- 5.

(Continue on supplemental sheet if necessary)

NOTE: In the event that no individual stockholder or partner owns (10) ten percent or more of this corporation partnership, or limited partnership, the bidder shall check bellow where indicated and sign as required:

_____ No individual stockholder or partner owns (10) ten percent or more of this corporation or partnership

NOTE: In the event that no individual stockholder or partner owns (10) ten percent or more of the last listed corporation partnership, or limited partnership, the bidder shall check bellow where indicated and sign as required:

_____ No individual stockholder or partner owns (10) ten percent or more of t

Bidder: _____

Date:

By:

Signature

Name: _____

Title: _____

PARKING AUTHORITY OF WEST NEW YORK

BIDDER'S ACKNOWLEDGMENT

The Bidder acknowledges that if it is awarded a contract, the responsibility for monitoring the contract will be the Bidder's. Bidder agrees to enter into a contract with the Authority pursuant to the terms of the advertised specifications. If, at any time, the Bidder is asked by the Authority or any of its representatives to perform work or to provide goods or merchandise which the Bidder feels would entitle it to compensation in excess of the amount of the contract awarded to the Bidder, or work or goods or merchandise not stated in the contract, the Bidder shall immediately notify the West New York Municipal Administrator and the Authority Attorney of the Authority of West New York in writing. The Bidder will not perform such additional work or provide said goods or merchandise until it has received a written change order to the contract signed by the Municipal Administrator authorizing the work to be performed or the goods or merchandise to be delivered, and designating the price for its completion or purchase. The Bidder acknowledges that unless it has received the aforementioned change order, it waives any and all claims for compensation for such additional work or for said goods or merchandise.

Signed: _____

Printed Name: _____

Title: _____

Company: _____

PARKING AUTHORITY OF WEST NEW YORK

BID PROPOSAL FORM

[CONTRACT NAME]

This Bid is submitted to: Parking Authority of West New York
224 60th Street
West New York, NJ 07093

By:

Name of Bidder: _____

Business Name: _____

Address: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Contact: _____

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Authority in the form included in the Specifications and Contract Documents called for thereunder to furnish and deliver goods and special services as specified or indicated in the Specifications and Contract Documents called for thereunder for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Specifications and Contract Documents called for thereunder.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This Bid will remain open for sixty days after the day of Bid opening. Bidder will sign the Agreement and submit the documents required by the Specifications and Contract Documents called for thereunder within fifteen days after the date the Authority's notice of award.
3. In submitting this Bid, bidder represents, as more fully set forth in the Agreement, that the Bidder has examined copies of all Specifications and Contract Documents called for

thereunder and all addendum(a) listed in the ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM.

4. The estimated quantities of goods to be furnished and delivered under the proposed contract are set forth in the Bid Form. Those quantities are to be considered as maximums and are given solely for the comparison of Bids. The Authority does not expressly or by implication agree that the actual will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of this work that may be deemed necessary by the Authority. Total value of goods under the contract shall not exceed 120 percent of contract price in accordance with local public contract law. The Contractor shall at no time make a claim for anticipated profit or loss of profits because of any difference between the quantities of goods actually furnished, and the estimated quantities.
5. Bidder accepts the provisions of the agreement as to liquidated damages in the event of failure to furnish and deliver the goods and special services within the time stipulated.
6. The following documents are attached to and made a condition of this bid:
 - A. Required Bid Security in the form of (check appropriately)
 1. Bid Bond _____
 2. Certified or Cashier's Check _____
 - B. Non-collusion Affidavit.
 - C. Ownership Disclosure Statement.
 - D. N.J. State Business Organization Registration
7. Bidder must show price for the item written in or typewritten, both in words and in figures, and carry out and add extensions.
8. The terms used in this Bid have the meanings assigned to them in the General Conditions.
9. The Bidder shall furnish and deliver the items listed on this Bid to the Authority of West New York, 428 60th Street, West New York, NJ 07093, for a one year period from the commencement date as set out in the Notice to Proceed and shall be responsible for all expenses incurred in the performance of the work, for all risks and liabilities in connection with the work, and in accordance with all the terms of the Specifications and Contract Documents called for thereunder.

10. Bidder will furnish and deliver goods, in accordance with specifications contained herein, for the following prices: **“Overhead high performance line Extreme 300 Series Grille Or equal for the 62nd street Garage”**

<u>ITEM #</u>	<u>QUANTIT</u>	<u>DESCRIPTION</u>	<u>LUMP SUM PRICE</u>	<u>TOTAL PRICE</u>
			_____	_____

Total Amount Bid Price: \$ _____

Write Total Amount Bid: _____

Submitted by: _____

Title: _____

Signature: -

Date: _____

Bid is submitted herewith if Bidder is:

AN INDIVIDUAL

BY _____ (

Seal)

(Individual's Name - Print or Type)

Doing Business as _____

Business Address: _____

Phone No.: _____

(Signature)

A PARTNERSHIP

BY _____ (Seal)

(Firm Name)

(General Partner - Print or Type)

Business

Address: _____

Phone No.:

(Signature)

(Note: Address of bidder shall not be a post office box.)

A CORPORATION

BY

(Corporation Name)

(State of Incorporation)

BY

(Name of Person Authorized to Sign - Print or Type)

(Corporate Seal)

Attest:

(Secretary)

Business Address:

Phone No.

(Note: Address of bidder shall not be a post office box.)

A JOINT VENTURE

BY _____ (Seal)
(Name)

(Address)

(Signature)

BY _____ (Seal)
(Name)

(Address)

(Signature)

BY _____ (Seal)
(Name)

(Address)

(Signature)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a part to the joint venture should be in the manner indicated above.)

(Note: Address of bidder shall not be a post office box.)

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 for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Name of Local Contracting Unit

(Name of Construction/Public Works Project)

Project or Bid Number

Pursuant to N.J.S.A. 40A:11-23.la., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgment by bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

PARKING AUTHORITY OF WEST NEW YORK

DEPARTMENT OF FINANCE – PURCHASING DIVISION

ATTENTION ALL BIDDERS:

The following is a check list which has been compiled to assist you in successfully completing your bid.

Bold faced items are mandatory. Failure to submit these bold faced items with your bid will result in its rejection.

Please check off and initial each item as it is completed:

_____ **Bid Bond or Deposit (IF REQUESTED) See N.J.S.A. 40A: 11-21**

_____ **Consent of Surety (IF REQUESTED) See N.J.S.A. 40A: 11-22**

_____ **Bid Proposal Form**

_____ **Non-Collusion Affidavit Form (This must be notarized)**

_____ **Stockholder of Partnership Disclosure Statement Form**

_____ **Vendor's Acknowledgement Form**

_____ **State of New Jersey Business Registration Certificate (for Bidders and all Sub-Contractors)**

_____ **Acknowledgment of Receipt of Changes to Bid Documents Form (This form must be signed even if there are no changes to Bid Documents)**

_____ **All other mandatory submissions listed in this document.**

By Authorized Representative

Signature: _____

Print Name and Title: _____

Date: _____

TECHNICAL SPECIFICATIONS

SECTION 08 33 00
ROLLING GRILLES – OPEN DESIGN
EXTREME® 300 SERIES ROLLING GRILLE

GENERAL NOTES TO SPECIFIER:

This specification section has been prepared to assist design professionals in the preparation of project or office master specifications. It follows guidelines established by the construction specifications institute, and therefore may be used with most master specification systems with minor editing.

Edit carefully to suit project requirements. Modify as necessary and delete items that are not applicable. Verify that referenced section numbers and titles are correct. (Numbers and titles referenced are based on MasterFormat®, 2004 edition).

This section assumes the project manual will contain complete Division 01 documents including sections 01 33 00 Submittal Procedures, 01 62 00 Product Options, 01 25 13 Product Substitution Procedures, 01 66 00 Product Storage and Handling Requirements, 01 77 00 Closeout Procedures, and 01 78 00 Closeout Submittals. If the project manual does not contain these sections, additional information should be included under the appropriate articles.

This is an open proprietary specification allowing users the option of approving other manufacturers which comply with the criteria specified herein.

**** NOTES TO SPECIFIER **** are highlighted in red text and should be deleted from final copy.

Optional items requiring selection by specifier are enclosed within brackets, e.g.: [35] [40] [45]. In cases where one of the optional items is a standard feature of the door model, it is listed in the first position. Make appropriate selection and delete others.

Items requiring additional information are underlined and highlighted, e.g.: .

PART 1 GENERAL

**** NOTE TO SPECIFIER **** Include appropriate language below, including a reference to section 01 23 00 alternates, if rolling grilles are included in any alternates, add section 01 23 00 to 1.1 B. Delete if no alternates.

1.1 SUMMARY

- A. **Section Includes:** Electric operated overhead rolling grilles.
- B. **Related Sections:**
 - 1. 05 50 00 Metal Fabrications. Door opening jamb and head members.
 - 2. 06 10 00 Rough Carpentry. Door opening jamb and head members.
 - 3. 08 31 00 Access Doors and Panels. Access doors.
 - 4. 08 70 00 Hardware.
 - 5. Division 26. Electrical wiring and conduit, fuses, disconnect switches, connection of operator to power supply, and installation of control station and wiring.
- C. **Products That May Be Supplied, But Are Not Installed Under This Section:**
 - 1. **Control Panel and Means of Activation**

1.2 SYSTEM DESCRIPTION

A. **Design Requirements:**

1. **Cycle Life:**

- a. Construction for high cycle usage of up to 300,000 cycles for the life of the product
- b. Construction for high speed operation to achieve an operating speed of 24 inches per second open and 12 inches per second close

1.3 SUBMITTALS

A. **Reference Section 01 33 00 Submittal Procedures; submit the following items:**

1. **Product Data**

2. **Shop Drawings**

3. **Quality Assurance/Control Submittals:**

- a. Provide proof of manufacturer ISO 9001:2008 registration
- b. Provide proof of manufacturer and installer qualifications - see 1.4 below
- c. Provide manufacturer's installation instructions

4. **Closeout Submittals:**

- a. Operation and Maintenance Manual.
- b. Certificate stating that installed materials comply with this specification

1.4 QUALITY ASSURANCE

A. **Qualifications:**

1. **Manufacturer Qualifications:** ISO 9001:2008 registered and a minimum of five years' experience in producing doors of the type specified
2. **Installer Qualifications:** Manufacturer's approval
Lombardy Overhead Doors Sales & service Corp.
734 Belleville Ave Belleville NJ 07109
P)973-759-0016 (F) 973-7594077 Email: Lombardydoors@gmail.com

1.5 DELIVERY STORAGE AND HANDLING

- A. Reference Section 01 66 00 Product Storage and Handling Requirements
- B. Follow manufacturer's instructions

1.6 WARRANTY

- A. **Standard Warranty:** Two year or 300,000 cycles, whichever comes first, from date of shipment against defects in material and workmanship, on mechanical components, operator and control panel.
- B. **Maintenance:** Submit for owner's consideration and acceptance of a maintenance service agreement for installed products

PART 2 PRODUCTS

2.1 MANUFACTURER

A. **Manufacturer:**

1. **Cornell:** 24 Elmwood Avenue, Mountain Top, PA 18707.
Telephone: (800) 233-8366.

Model: [EPG324 (Straight Pattern)] or [EPG324B (Brick Pattern)]

2. **Cookson**
3. **Clopay Building Products**
4. **Amarr**

Substitutions: Not permitted

2.2 MATERIALS

A. **Curtain:**

1. **Configuration - Straight Pattern (Model EPG324)**

- a. **Horizontal Rods:** Minimum solid 5/16 inch (8 mm) diameter, 5056 H32 aluminum alloy sleeved with horizontal aluminum tube spacers to separate vertical links on alternate rods with continuous end tube spacers. Will have continuous end tube spacers if anodized over 25 feet wide.
- b. **Vertical Spacing:** 2 inches (50.8 mm) on center
- c. **Vertical Chains:** Solid 1/8" minimum aluminum links, 3/4 inch (19 mm) wide, positioned by aluminum tube spacers on 9 inch (228.6 mm) centers. Provide nylon insert nuts threaded on to the end of each rod to secure the chains.

1. **Configuration - Brick Pattern (Model EPG324B)**

- a. **Horizontal Rods:** Minimum solid 5/16 inch (8 mm) diameter, 5056 H32 aluminum alloy sleeved with horizontal aluminum tube spacers to separate vertical links on every rod with continuous end tube spacers
- b. **Vertical Spacing:** 2 inches (50.8 mm) on center
- c. **Vertical Chains:** Solid 1/8" minimum aluminum links, 3/4 inch (19 mm) wide, positioned by aluminum tube spacers on 9 inch (228.6 mm) staggered centers. Provide nylon insert nuts threaded on to the end of each rod to secure the chains.

2. **Finish:**

[Clear anodized]

B. **Bottom Bar:**

1. **Fabrication:**

- a. **Extruded Aluminum Tubular Section:** Minimum 2x3.5x.093 inch (50.8x88.9 mm)

- a. **Aluminum Angle:** Minimum 3x2x3/16 inch (76.2x50.8x4.8 mm) aluminum angle fascia side and 2x2x1/8 inch (50.8x50.8x3.2 mm) aluminum angle coil side
2. **Finish:**
[Clear anodized]
- C. **Guides: Wall Mounted:** Heavy duty (minimum .109 inch thick) extruded aluminum sections with [standard trim and] Santoprene runners on both sides of curtain and self-lubricating UHMW bell mouth entry points to guide extrusions. Provide steel mounting angle as required for face of wall installation.
 1. **Fabrication:**
 - a. **Aluminum Guide:**
 1. Finish: [Clear anodized] [
 - b. **Steel Mounting Angle, Finish:**
 1. **Standard (Stock Color):** Phosphate treatment followed by a [GRAY] baked-on polyester powder coat; minimum 2.5 mils
- C. **Guides: Tube Mounted:** Heavy duty (minimum .109 inch thick) extruded aluminum sections with [standard trim and] Santoprene runners on both sides of curtain and self-lubricating UHMW bell mouth entry points to guide extrusions. Provide steel tubes, floor saddles and hardware as recommended by manufacturer to support grille.
 1. **Fabrication:**
 - a. **Aluminum Guide:**
 1. **Finish:** [Clear anodized]
 - b. **Steel Tubes; Finish:**
 1. **Standard (Stock Color):** Phosphate treatment followed by a [gray] baked-on polyester powder coat; minimum 2.5 mils (0.065 mm) cured film thickness

Bollards To Protect Center Total Of (4)

- Safety Yellow powder coat finish.
- 6" I. D. sch 40 pipe
- 42" high
- 8" x 8" x 1/2" base
- Black Plastic Cap Standard, Welded dome top optional
- 3/4" mount holes
- 5/8" anchors provided -Safety Yellow powder coat finish

D. **Shaft Assembly:**

1. **Barrel:** Minimum 6" steel pipe capable of supporting curtain load with maximum deflection of 0.03 inches per foot (2.5 mm per meter) of width
2. **Springless Design:** System shall be designed to operate safely without the use of a counterbalance system.
3. **Inertia Brake Engagement:** Shall disable the electrical control circuit. Chain driven inertia brake is not acceptable. Construction designed for 300,000 cycles.

- E. **Brackets:** Fabricate from minimum 1/4 inch (6.35 mm) steel plate with cast iron flange mount self-aligning double sealed ball bearing, pre-lubricated with high temperature grease for use in reversing applications, with grease fitting for re-lube and setscrews for locking, at rotating support points to support springless shaft assembly and form end closures.
1. **Finish:**
 - a. **Powder Coat (Stock Colors):** Phosphate treatment followed by a [gray] baked-on polyester powder coat; minimum 2.5 mils (0.065 mm) cured film thickness

2.3 OPERATION

- A. **High Cycle Cornell Direct Drive operator and Apex™ SmartController system**
- 1) (208-230/1/60, 208-230/3/60, 460/3/60, 575/3/60) Motor operator and control system shall be designed for Continuous duty cycle, with a direct drive motor. Sprocket and roller chain are not accepted.
 - 2) Operator to include:
 - (a) High performance motor brake - Power electronic dynamic braking with timing optimized solenoid mechanical brake
 - (b) Electrically interlocked chain hoist for emergency manual operation
 - (c) Overload protection
 - 3) HP as recommended by the manufacturer.
 - 4) PCB controller with adjustable variable frequency drive; soft-start and soft-stop at both ends of limit travel. Operation which does not include a frequency drive will not be accepted.
 - 5) Detachable Control Enclosure with one-step error proof connections ("Plug and Play") to connect:
 - (a) Entrapment safety devices
 - (b) Motor
 - (c) Control panel
 - 6) Over-current and short-circuit protected Class II Control Circuits.
 - 7) NEMA 4X Wall Mounted Control Panel with operational buttons and self-diagnostic scrolling display messages to allow for initial set up, control adjustments and error reporting without the need to open the control box. Control panels that require opening of the control box to make changes will not be accepted.
 - 8) Control panel shall include
 - (a) Circuit for activation of warning annunciator when closing
 - (b) Non-resettable Cycle Counter
 - (c) Lower position sensor
 - (d) Absolute encoder for door position monitoring. Mechanical Limit Switches are not accepted
- B.
1. **Surface mounted:** "Open/Close/Stop," push buttons with keyed lock-out, not masterkeyable; NEMA 4

- C. **Entrapment Protection:**
1. NEMA 4X photo eye sensors consisting of a transmitter and receiver that are to be mounted within 6" (152.4 mm) of the floor, projecting an IR beam across the entire width of the door. Interruption of beam when the door is closing above 6" from the floor shall cause the door to immediately stop downward travel and reverse direction to the fully opened position.
 2. SafetyGard™ Light Curtain Technology consisting of an integral 6' (1828.8mm) high light curtain, if where an object breaks the plane of the light curtain, the door reverses to the open position. Doors provided without a light curtain will not be accepted. SafetyGard™ Light Curtain Technology consisting of an integral 3' (914.4mm) high light curtain for doors shorter than 8' (2438.4mm) high.
- D. **Control & Drive System Options:**
1. Activation devices [motion detector EXIT ONLY]
 2. Annunciators RED LIGHT GREEN LIGHT TRAFIC CONTROL (2) One for each Door
 3. 200 REMOTE TO CONTROL THE ENTRANCE DOOR
 4. Long distance wiring
- E. **Hood [and Fascia]:** [24 gauge galvanized steel] with reinforced top and bottom edges. Provide minimum 1/4 inch (6.35 mm) steel intermediate support brackets.
1. **Finish:**
 - a. GalvaNex™ Coating System (Stock Colors):
ASTM A 653 galvanized base coating treated with dual process rinsing agents in preparation for chemical bonding baked-on base coat and [gray]
baked-on polyester finish coat

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates upon which work will be installed and verify conditions are in accordance with approved shop drawings
- B. Coordinate with responsible entity to perform corrective work on unsatisfactory substrates.
- C. Commencement of work by installer is acceptance of substrate

3.2 INSTALLATION

- A. General: Install grille and operating equipment with necessary hardware, anchors, inserts, hangers and supports
- B. Follow manufacturer's installation instructions

3.3 ADJUSTING

- A. Following completion of installation, including related work by others, lubricate, test, and adjust grilles for ease of operation, free from warp, twist, or distortion

3.4 CLEANING

- A. Clean surfaces soiled by work as recommended by manufacturer
- B. Remove surplus materials and debris from the site

3.5 DEMONSTRATION

- A. Demonstrate proper operation to Owner's Representative
- B. Instruct Owner's Representative in maintenance procedures

END OF SECTION