RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO OTIS ELEVATOR COMPANY, 30 TWOSOME DRIVE, SUITE 4, MOORESTOWN, NEW JERSEY 08057 FOR ELEVATOR AND CHAIR LIFT PREVENTATIVE MAINTENANCE, MATERIAL AND EQUIPMENT REPAIR AND REPLACEMENT FOR THE CITY OF TRENTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF PUBLIC PROPERTY, FOR A PERIOD OF ONE YEAR WITH AN OPTION TO EXTEND ONE YEAR BEGINNING MARCH 21, 2013 THROUGH MARCH 20, 2014 IN THE AMOUNT NOT TO EXCEED $45,100.00 - BID NO.2013-01

WHEREAS, five (5) bids were received on February 6, 2013 for the elevator and chair lift preventative maintenance, material and equipment repair and replacement for a period of one (1) year with an option to extend one (1) year beginning March 21, 2013 through March 20, 2014 for the City of Trenton, Department of Public Works, Division of Public Property; and

WHEREAS, the bid of Otis Elevator Co., 30 Twosome Drive, Suite 4, Moorestown, NJ 08057 in the amount not to exceed for 3 1/4 months; year 13, and 8 3/4 months; for year 14 for total of 12 months in the amount not to exceed $45,100.00, made pursuant to advertisement, be and is hereby accepted, that the lowest bidder and legally responsible bidder complying with terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed $45,100.00 have been certified to be available in the Water Utility’s budget account number 3-01- - 55-5530-275 for $12,214.58 and budget account number 4-01-55-5530-275 in the amount not to exceed $32,885.42 contingent upon the availability of sufficient funds and the adoption of the temporary or final budget.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Otis Elevator Co., for the said purposes in the manner prescribed by law.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on APR 8, 2013

President of Council

City Clerk
CITY OF TRENTON, NEW JERSEY
BID#2013-01

This Agreement, entered into this 2nd Day of APRIL 2013 between the City of Trenton, a municipal corporation of the State of New Jersey, and OTIS ELEVATOR COMPANY, 30 IWSOME DRIVE, SUITE 4 MOORESTOWN, NEW JERSEY 08057 (hereinafter referred to as “Contractor”), witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City of Trenton the materials, supplies and/or to perform the services described below at a cost $45,100.00 (year one) and for a period of one (1) year with an option to extend one (1) year pending Council approval beginning DATE OF RESOLUTION ADOPTION THROUGH MARCH 20, 2014;

NOW, THEREFORE, In consideration of the premises and of the payment by the City of Trenton to Contractor at a cost $45,100.00 (year one) for a period of one (1) year with an option to extend one (1) year pending Council approval beginning DATE OF RESOLUTION ADOPTION THRU MARCH 20, 2014; at a cost both parties agree as follows:

FIRST, Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

FOR ELEVATOR AND CHAIR LIFT PREVENTATIVE MAINTENANCE, MATERIAL AND EQUIPMENT REPAIR AND REPLACEMENT FOR THE CITY OF TRENTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF PUBLIC PROPERTY FOR A PERIOD OF ONE YEAR WITH AN OPTION TO EXTEND ONE YEAR PENDING COUNCIL APPROVAL
DATE OF RESOLUTION ADOPTION THROUGH MARCH 20, 2014
RESOLUTION NUMBER: 13-165

for the sum not to exceed at a cost $45,100.00 (year one) for a period of one (1) year with an option to extend one (1) year pending Council approval beginning DATE OF RESOLUTION ADOPTION THROUGH MARCH 20, 2014 in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution included above and is incorporated by reference, for the above stated articles and/or services which shall be performed and services装配 with such articles and/or services which shall be performed and services装配 with such articles and/or services which shall be performed and services装配 with such articles and/or services which shall be performed.

SECOND. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

THIRD. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety, and if Contractor or his surety does not cure the defect within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement, and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed $2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this covenant shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control. Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NUSA 40A:11-50)." Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator."
h. 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. (N.J.A.C. 17:27-5.3) (a) (3)

i. 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, sex, or any otherbasis, other than that of the performance of the contract, treat any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, sex, or any otherbasis, other than that of the performance of the contract, than that of the performance of the contract, or in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, sex, or any otherbasis, other than that of the performance of the contract. (N.J.A.C. 10:2-1) (b)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, sex, or any otherbasis, other than that of the performance of the contract. (N.J.A.C. 10:2-1) (c)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (d)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (e)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-33) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 20 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations, at a cost $45,100.00 (year one) and for a period of one (1) year with an option to extend one (1) year pending Council approval beginning DATE OF RESOLUTION ADOPTION THROUGH MARCH 20, 2014, authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereon affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

[Signatures]

CITY OF TRENTON
Leona Baylor, PMS

Attest:  Patricia B. DeMaida
Contract Specialist