

**Borough of Roselle Park, Union County, New Jersey**  
**BID SPECIFICATIONS**  
**ELECTRICAL SERVICE**

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough Clerk, for the Borough of Roselle Park, County of Union, State of New Jersey on Friday March 12, 2010 at 10:00am prevailing time at Borough Hall 110 East Westfield Avenue, Roselle Park at which time and place bids will be opened and read in public for:

**ELECTRICAL SERVICES**

Specifications and other bid information may be obtained at the Borough Clerk's Office, 110 E. Westfield Avenue, Roselle Park, NJ, 07204 during regular business hours 8:30am to 4:30 pm.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

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Doreen Cali, RMC/CMC  
Borough Clerk

**1. INSTRUCTIONS TO BIDDERS**

**1.1 THE BID**

The Borough of Roselle Park is soliciting bid proposals from Electrical Contractors in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

PLEASE TAKE NOTICE that sealed proposals for the furnishing ELECTRICAL SERVICES, in the Borough of Roselle Park , Option A, for a period to commence on April 1, 2010 through December 31, 2010, and/or Option B, commencing on April 1, 2010 through December 31, 2011, in accordance with specifications on file at the Office of the Borough Clerk, 110 East Westfield Avenue, Roselle Park, New Jersey shall be received by the Borough Clerk on behalf of the Mayor and Council of the Borough of Roselle Park at the Municipal Building, 110 East Westfield Avenue, Roselle Park, New Jersey on Friday, March 12, 2010 at 10:00 a.m.

**1.2 CHANGES TO THE BID SPECIFICATIONS**

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in The Union Leader circulating in the County of Union, and in the Star Ledger.

**1.3 BID OPENING**

All bid proposals will be publicly opened and read by the Borough Clerk at 110 East Westfield Avenue, Roselle Park, New Jersey on Friday, March 12, 2010 at 10:00 a.m. Bids must be delivered by hand or by mail to the Borough Clerk no later than 10:00a.m. Friday, March 12, 2010. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

**1.4 DOCUMENTS TO BE SUBMITTED**

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

1. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$10,000; payable to the Borough of Roselle Park;
2. Non-collusion affidavit;
3. Stockholder statement of ownership;
4. Certificate of surety; and
5. Bid Proposal.

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

**2. DEFINITIONS**

"Bid proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into

a contract. "Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Collection site" means the location of waste containers on collection day.

"Collection source" means a generator of designated collected solid waste to whom service will be provided under the contract.

"Consent of surety" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

"Contract" means the written agreement executed by and between the successful bidder and the Governing Body and shall include the bid proposal, and the bid specifications.

"Contract administrator" is the person authorized by the contracting unit to procure and administer contracts for solid waste collection services.

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor" means the lowest responsible bidder to whom award of the contract shall be made.

"Designated collected recyclable material" means vegetative waste.

"Designated collected solid waste" means solid waste, (vegetative waste).

Designated collected solid waste shall **not** consist of, household garbage, type 10, bulk waste, type 13 or recyclable materials, hazardous waste, or solid animal collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in Union County Solid Waste Management Plan for use by the Borough of Roselle Park.

"Governing Body" means the Governing Body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.A.C. 40A:11-2.

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including: Memorial Day, July 4<sup>th</sup>, Labor Day.

"Legal newspaper" means the Star Ledger and The Union Leader.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

"Service Area" means the geographic area described below. The service areas are as follows: in the entire Borough of Roselle Park.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

### **3. BID SUBMISSION REQUIREMENTS**

#### **3.1. BID PROPOSAL**

A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Roselle Park in the advertisement for bids.

C. Each bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:

a. The authorization is made in writing by a person described in sections 1 and 2 above; and

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. The bid proposal contains option bids. The Borough of Roselle Park may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, the Borough of Roselle Park shall not award the contract based on the bid price for separate options.

E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

#### **3.2. BID GUARANTEES**

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Roselle Park in the amount of 10% of the highest aggregate xx year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Roselle Park.

#### **3.3. EXCEPTIONS TO THE BID SPECIFICATIONS**

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Borough of Roselle Park.

#### **3.4. "OR EQUAL" SUBSTITUTIONS**

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Borough of Roselle Park.

**3.5. COMPLIANCE**

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

**3.6. CONFLICT OF INTEREST AND NON-COLLUSION**

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and

C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

**3.7. NO ASSIGNMENT OF BID**

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Roselle Park agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

**4. AWARD OF CONTRACT**

**4.1. GENERALLY**

A. The Borough of Roselle Park shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Roselle Park's decision, in writing, by certified mail.

B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.

C. The Borough of Roselle Park reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough of Roselle Park rejects all bids, the Borough of Roselle Park shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

**4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT**

Within fourteen calendar days of the award of the contract, the Borough of Roselle Park shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Roselle Park to declare the contractor non-responsive and to award the contract to the next lowest bidder.

**4.3. RESPONSIBLE BIDDER**

The Borough of Roselle Park shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

**4.4. PERFORMANCE BOND**

A. For a one year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond to the Borough of Roselle Park , 110 East Westfield Avenue, Roselle Park, NJ.

B. Failure to provide the required one year performance bond at the time and place specified by the Borough of Roselle Park shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Borough of Roselle Park may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

C. For the two and three year contracts the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Borough of Roselle Park, 110 East Westfield Avenue, Roselle Park, NJ. The performance bond for each succeeding year shall be delivered to the Borough of Roselle Park , 110 East Westfield Avenue, Roselle Park, NJ with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough of Roselle Park to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough of Roselle Park in re-bidding the contract.

#### **4.5. AFFIRMATIVE ACTION REQUIREMENTS**

A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

B. Within seven days after receipt of notification of The Borough of Roselle Park's intent to award any contract the contractor must submit one of the following to the contracting unit:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.
2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.
3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.

C. If the Contractor does not submit the affirmative action document within the required time period the Borough of Roselle Park may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of Roselle Park to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

#### **4.6. ERRORS IN PRICE CALCULATION**

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Borough of Roselle Park may not award a contract until all tabulations are complete.

**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  
(Owner)  
in 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.**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**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: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

**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.**

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (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. S121 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.

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business** \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

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

**Check the box that represents the type of business organization:**

<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Subchapter S Corporation		

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

<b>STANDARD BID DOCUMENT REFERENCE</b>	
Name of Form:	<b>BUSINESS REGISTRATION CERTIFICATE</b>
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
Instructions Reference	Statutory and Other Requirements VII-D
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at [www.nj.gov/dca/lgs/lpcl](http://www.nj.gov/dca/lgs/lpcl). These resources and a Frequently Asked Questions resource should be consulted when questions arise.

<b>STANDARD BID DOCUMENT REFERENCE</b>
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<b>Reference: 10</b>	
Name of Form:	<b>REQUEST FOR PREVAILING WAGE DETERMINATION</b>
Statutory Reference:	N.J.S.A. 34:11-56.25 et seq.
Instructions Reference:	Statutory and Other Requirements VII-F, but not applicable for material and service contracts.
Description:	To be used by the public body in requesting wage determination prior to commencing bid process. Used for public work contracts where the threshold requiring the use of prevailing wages has been exceeded. This form is completed by the public agency to request the minimum wage rates to be paid by a contractor(s)

If the contract is one for public work pursuant to N.J.S.A. 34:11-56. 25 et seq., be sure the current prevailing wage threshold for municipal and non-municipal entities is checked. The term "public work" means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under a contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. This also includes off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project. [N.J.S.A. 34:11-56.26(5)]

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on **any** property or premises, whether or not the work is paid for from public funds, if, at the time of the entering of the contract:

- Not less than 55% of the property or premises is leased by a public body or is subject to an agreement to be subsequently leased by the public body; and
- The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet. [N.J.S.A. 34:11-56.26(5)(a)(b)]

Public Law 2004, Chapter 101 took affect on July 14, 2004. This law, N.J.S.A. 34:11-56.26(5), adds to existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

The New Jersey Department of Labor's Division of Wage and Hour Compliance's electronic application for official Prevailing Wage Rate Determinations can be obtained at: <https://wnjpin.state.nj.us/pw/prevwage.html>.

This page provides public body officials or their representatives an opportunity to apply for and download an official New Jersey Prevailing Wage Rate Determination. Official Prevailing Wage Rate Determinations are required for public work contracts and certain Economic Development Authority assisted projects.

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$11,892 for municipalities and \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc. Because the PWCRA uses the definition of public works contracts under the prevailing wage law, where the law uses the term “bidding”, contracting units are advised to read that as meaning to “submit” a price proposal.” Thus, the law applies to the formal bidding process where the contract is awarded to the lowest responsible bidder, and the receipt of informal quotations awarded to the vendor whose proposal is the “most advantageous, price and other factors considered.” Under the law a *contractor* is a “person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.]. It applies to contractors based in New Jersey or in another state. The PWCRA defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage Act [N.J.S.A. 34:11-56.26(5)]. The term means:

- “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- “Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds,...
- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

In order to provide guidance to contracting officials on implementing the law, nine key principles have been identified in the law. The nine items follow:

1. The law applies to all “public works contracts” that exceed the contracting unit’s prevailing wage threshold, as set by N.J.S.A. 34:11-56.26 (a) and (b).
2. The law applies to contracts for which public bidding is required, as well as those for which quotations are received.
3. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance at the time proposals **are received** by the public entity.

For clarity, Local Finance Notice 2004-9 dated 4/28/04 uses the following term: “Received,” in context of when “proposals are received,” means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.

4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor most likely to receive the contract award must submit to the public entity copies of certifications of all listed sub-contractors.

6. The contracting agent must review the certificates to be sure they were in effect at the time the bid proposals were received.
7. Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.
8. Bid proposal documents need to inform those submitting proposals of these requirements.
9. Emergency work is covered under the provisions of the Prevailing Wage Act and the PWCRA.

It is specifically recommended that language be included in specifications especially those sections regarding “Instructions to Bidders” advising potential bidders that:

1. All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
2. Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.

A contractor’s certification can be confirmed by contacting the Department of Labor’s [Division of Wage and Hour Compliance website \(www.nj.gov/labor/lssc/lspubcon.html\)](http://www.nj.gov/labor/lssc/lspubcon.html). This site only shows approved contractors; there is no “pending” approval or a “grace” period. If a contracting unit encounters a problem in its review of certifications, or difficulty in making an award because of a non-registered contractor, they should contact the Contractor Registration Unit as soon as possible.

N.J.S.A. 34:11-56.56 provides several methods for the Department of Labor to enforce the law. The Department can deny renewal, revoke or suspend the registration of a contractor for a period of not more than five years, or, as a condition of initial or continued registration, require a surety bond payable to the State of New Jersey.

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit	Telephone: 609-292-9464
Division of Wage and Hour Compliance	Fax: 609-633-8591
New Jersey Department of Labor	E-mail: <a href="mailto:contreg@dol.state.nj.us">contreg@dol.state.nj.us</a>
PO Box 389	Web site: <a href="http://www.nj.gov/labor/lssc/lspubcon.html">www.nj.gov/labor/lssc/lspubcon.html</a>
Trenton, New Jersey 08625-0389	

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at [lpcl@dca.state.nj.us](mailto:lpcl@dca.state.nj.us) for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of municipality) (name of affiant)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_  
\_\_\_\_\_ of full age, being duly sworn according to law on my oath depose  
and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled \_\_\_\_\_,  
(title of bid proposal)

and that I executed the said proposal with 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 \_\_\_\_\_  
(name of contracting unit) 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.

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

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

## Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**EQUIPMENT CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name of above: \_\_\_\_\_  
(Print)

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

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

**EXHIBIT B**  
**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**  
**CONSTRUCTION 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, up-grading, 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 of 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and

women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on – the - job and/or off – the - job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

## **SPECIFICATIONS**

Provide the following electrical services as required by the Borough of Roselle Park. These services shall be provided on a time (hourly) basis unless otherwise specified, not to exceed **125** hours for **JOURNEYMAN** and **50** hours for **APPRENTICE**.

1. Installation of electrical services circuits as required. Interior, exterior, overhead and underground.
2. Installation of panels, boxes, switches, etc. as required.
3. Installation of light fixtures, i.e. overhead fluorescent, high hats, etc. as required.
4. Diagnostic services of malfunctioning service and / or circuits.
5. Repair of service, i.e. underground lines, overhead line, etc.
6. Assist in the preparation as required of specifications and permits for all electrical work as needed by the Borough.

## **MATERIALS**

For any supplied materials, you will furnish the Borough of Roselle Park with the invoices (s) as received from the supplier for this part. To this invoice, the cost will be increased by \_\_\_\_\_ % to cover your profit and overhead. The percentage to be charged shall be taken into consideration in evaluating the bids to determine the low bidder.

**NO WORK IS TO BE CONTRACTED BY ANY DEPARTMENT WITHOUT PERMISSION OF THE SUPERINTENDENT OF PUBLIC WORKS.**

CONTRACTOR MUST RESPOND WITHIN EIGHT (8) HOURS FOR EMERGENCIES AND FORTY- EIGHT (48) HOURS FOR NON- EMERGENCIES AFTER BEING CONTACTED BY THE BOROUGH OF ROSELLE PARK. IF CONTRACTOR DOES NOT RESPOND IN THESE TIMES HE/SHE WILL BE ASSESSED A REDUCTION OF \$50.00 FOR EACH HOUR OVER THE PRESCRIBED HOURS. THE REDUCTION WILL BE DEDUCTED FROM THE NEXT INVOICE SUBMITTED BY THE CONTRACTOR FOR PAYMENT.

**OPTION "A" PROPOSAL**

Item 1 – Provide Electrical Service as required by the Borough of Roselle Park on an hourly basis, not to exceed 125 hours, for journeyman as per specifications listed above:

At \_\_\_\_\_ per hour  
(In Writing)

At \_\_\_\_\_ per hour  
(In Figures)

Total \_\_\_\_\_

Item 2 – Provide Electrical Service required by the Borough of Roselle Park on an hourly basis, not to exceed fifty (50) hours, for apprentice as per specifications listed above:

At \_\_\_\_\_ per hour  
(In Writing)

At \_\_\_\_\_ per hour  
(In Figures)

Total \_\_\_\_\_

GRAND TOTAL BID \_\_\_\_\_

**OPTION "B" PROPOSAL**

Item 3 – Provide Electrical Service as required by the Borough of Roselle Park on an hourly basis, not to exceed 125 hours, for journeyman as per specifications listed below:

At \_\_\_\_\_ **First Year**  
(In Writing)

At \_\_\_\_\_ **First Year**  
(In Figures)

At \_\_\_\_\_ **Second Year**  
(In Writing)

At \_\_\_\_\_ **Second Year**  
(In Figures)

Total \_\_\_\_\_

Item 4 – Provide Electrical Service required by the Borough of Roselle Park on an hourly basis, not to exceed fifty (50) hours, for apprentice as per specifications listed above:

At \_\_\_\_\_ **First Year**  
**(In Writing)**

At \_\_\_\_\_ **First Year**  
**(In Figures)**

At \_\_\_\_\_ **Second Year**  
**(In Writing)**

At \_\_\_\_\_ **Second Year**  
**(In Figures)**

Total \_\_\_\_\_

GRAND TOTAL BID \_\_\_\_\_

## POLICY ON PRE- EVALUATION OF BIDS:

In order to facilitate evaluation of bids, certain factors in the bid process have been identified as key indicators of whether or not a vendor has been responsive to terms, conditions and specifications as stated in the Request for Proposal (RFP). The factors are grouped under two headings below: A. CONDITIONS FOR AUTOMATIC REJECTION OF BIDS; B. MINOR DEVIATIONS FROM BIDS SUBJECT TO EVALUATION.

### A. CONDITIONS FOR AUTOMATIC REJECTION OF BIDS:

1. No Signature in the Bid Document. If the Vendor has not affixed his signature anywhere in the bid document, i.e. on any of the documents he returns in response to a Request for Proposal, his bid shall be automatically rejected. Signature on an enclosed bid deposit check will not suffice, since bid security is not considered part of the bid document.
2. Bid Not Received on Time. All bids not received on or before the time and date specified in the Bid Specifications and Notice to Bidders will be automatically rejected.
3. Bid Submitted in Pencil.
4. No Prices Provided. If a bid fails to provide price information, it shall be automatically rejected since a proposal without price information does not constitute a bid.
5. Failure to Provide Bid Security, or Failure to Provide Bid Security in the Form as Prescribed in the Request for Proposal.
6. Failure to Initial Price Alterations. If a unit price in the bid has been altered by any method, e.g. by being crossed out and re- entered; or through erasure, use of correction fluid or use of a self – correcting typewriter, etc., the Vendor's initials must appear adjacent to the alteration. If the alteration has not been initialed, that particular item only in the bid will be automatically rejected except as follows:

If the extended price is correct and does not contain alteration, it shall be considered the bid price. In the event of an automatic rejection when the bid contains multiple items, the remainder of the bid shall be evaluated.

### B. MINOR DEVIATIONS FROM BIDS SUBJECT TO EVALUATION:

Each of the following conditions constitutes a deviation from the requirements of a Request for Proposal which may be major or minor depending upon the circumstances in each case, and therefore necessitates evaluation prior to determination of whether or not a bid is responsive. However, the list is not all – inclusive, and the City of Clifton reserves the right to waive any minor deviation where it deems such action to be in the best interests of the City:

1. Departure from Specifications, Terms or Conditions.
2. Failure to submit Bid Samples when their receipt is required for bid evaluation.

#### PREVAILING WAGE:

In the event the specifications require the performance of Labor, the contractor or contractors will be required to comply with all provisions of the New Jersey Prevailing Wage Act. Copy of Prevailing Wage Act is on file in the Office of the Purchasing Agent.

INVOICES: Shall be forwarded monthly to the Department of Public Works, 180 West Webster Avenue Roselle Park NJ 07204. N.J.A.C. 12:60-2.1 and 6.1 of the Prevailing Wage Act as amended and supplemented through July 12, 1991 requires the contractor, subcontractor or any other person or persons that are party to the contract to submit to the Chief Financial Officer of the Borough of Roselle Park a certified payroll record (MW-30) (6-92) with each invoice.

DATE OF CONTRACT: Shall be for a period of one (1) or two (2) year(s) commencing on or about February 1, 2010 and ending either one (1) or two (2) years after commencement.

ELECTRICAL LICENSE: Contractor shall possess State of New Jersey Electrical License and Business Permit.

CANCELLATION: The Borough of Roselle Park can elect to discontinue the services by rendering thirty (30) days written notice to the successful bidder (Contractor).

PUBLIC WORKS CONTRACTOR REGISTRATION ACT: All bidders must be registered with the State of New Jersey before bidding on a Public Works Contract. Contractors and subcontractors must be registered with Commissioner of Labor in order to engage in the performance of services directly upon a public work, regardless of whether their work becomes a component part thereof.

#### MANDATORY CONSTRUCTION CONTRACT DISPUTE PROCEDURES:

Any dispute arising out of this Contract shall be governed by the provisions of the Mandatory Construction Contract Dispute Procedures Law, P.L.1997, c.371 (N.J.S.A. 40A:11-41.1).

#### CONTRACTOR BUSINESS REGISTRATION:

All bidders (contractors and sub – contractors) must be registered with the State of New Jersey Department of the Treasury in order to bid on this contract. Bidders must include with their bid proof of registration (Business Registration Certificate) issued by the Department of Revenue. If you do not already have a Business Registration Certificate; you must complete Form NJ-REG and submit it to the Division of Revenue. Forms can be completed as follows:

Online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm)

By downloading a paper form at [www.nj.gov/treasury/revenue/pdf/forms/reg\\_a.pfd](http://www.nj.gov/treasury/revenue/pdf/forms/reg_a.pfd)

By calling the division of Revenue at 609-292-1730 to have a form mailed to you

By writing to the Division at: Client Registration Bureau, P.O. Box 252, Trenton, New Jersey 08646-0252.

#### TAXPAYER IDENTIFICATION NUMBER (W-9)

All bidders (contractors and sub – contractors) **Must** provide the Borough a copy of their Federal Taxpayer identification number. (Copy of form attached.)