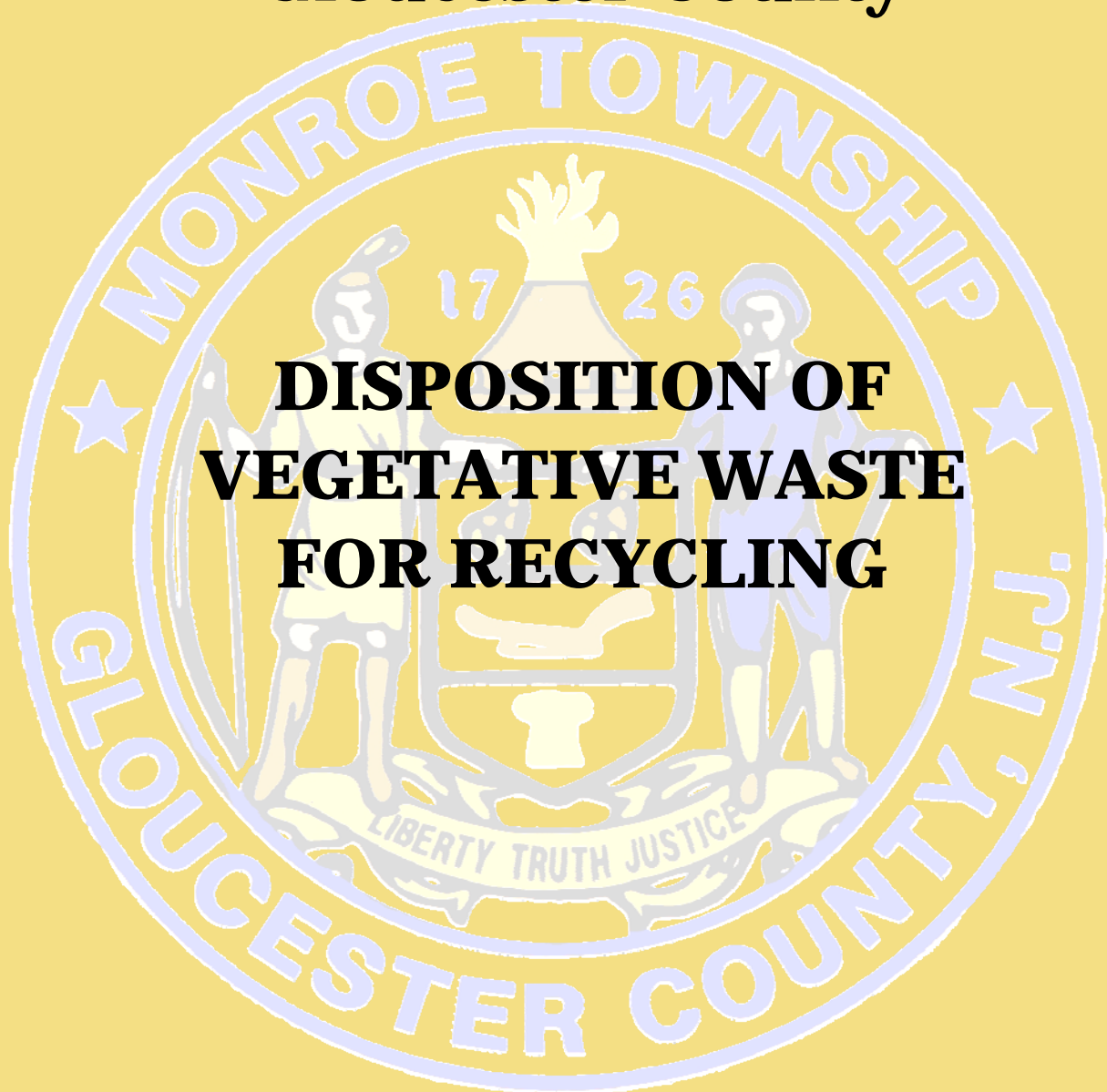


TOWNSHIP OF MONROE

Gloucester County



DISPOSITION OF VEGETATIVE WASTE FOR RECYCLING

DEPARTMENT OF PUBLIC WORKS
Township of Monroe
Gloucester County

Tuesday, June 19, 2018 at 10:00AM



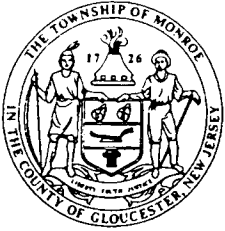
TOWNSHIP OF MONROE

125 VIRGINIA AVENUE
WILLIAMSTOWN, NJ 08094
(856) 728-9800 Ext. 215



TABLE OF CONTENTS

	<u>Page</u>
▪ Advertisement Notice	(White Paper)
▪ General Information & Summary/Contact Information	(White Paper)
▪ Bid Specifications	(White Paper)
▪ General Instructions to Bidders and Statutory Requirements	1
I. Submission of Bids	2
II. Bid Security and Bonding Requirements	3
III. Interpretation and Addenda	4
IV. Brand Names, Standards of Quality and Performance	5
V. Insurance and Indemnification (Certificate of Insurance)	6
VI. Pricing Information for Preparation of Bids	7
VII. Statutory and Other Requirements	8
A. Mandatory Equal Employment Opportunity Language	9-18
B. Americans with Disabilities Act of 1990	19
C. Stockholder Disclosure	20-21
D. Proof of Business Registration	22
E. New Jersey Worker and Community Right To Know Act	22
F. Prevailing Wage Act	22
G. The Public Works Contractor Registration Act (Certificate)	23
H. Non-Collusion Affidavit	24
VIII. Method of Contract Award	25
IX. Causes for Rejecting Bids	25
X. Termination of Contract	25-26
XI. Payment	26
▪ Equipment Certification	27
▪ Qualifications Statement	28-29
▪ Exception(s) Itemization	30
▪ State of New Jersey Debarred List Affidavit	31
▪ Bid Proposal Form	32
▪ Chapter 271 Political Contribution Disclosure Form	33-37
▪ Disclosure Of Investment Activities In Iran	38-39
▪ Bid Document Checklist	40



Township of Monroe

Office of the Monroe Township Council and Clerk



125 Virginia Avenue
Williamstown, NJ 08094
Office (856) 728-9800 Ext. 214

TOWNSHIP OF MONROE, COUNTY OF GLOUCESTER NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Monroe. Said bids will be opened and read at the Municipal Complex, 125 Virginia Avenue, Williamstown, New Jersey on the prevailing day and time:

TUESDAY, JUNE 19, 2018 – 10:00am

Disposition of Vegetative Waste for Recycling

**DEPARTMENT OF PUBLIC WORKS
Township of Monroe, Gloucester County**

Specifications may be obtained by prospective bidders from the Township Clerk's Office, Suite 4, 2nd floor of the Municipal Complex and may be obtained at said office during regular business hours of 9:00 AM - 4:00 PM Monday thru Friday.

The Township of Monroe, Gloucester County reserves the right to reject any or all bids, to waive any informalities or to accept the bid, alternative or option which in its judgment, best serves the interest of the Township, and shall have a period of (60) days within which to accept or reject bids. Bidders shall be required to keep their bids open for a period of time and agree that they will not withdraw or modify the prices therein.

The award of the contract shall be made subject to the necessary monies being appropriated in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to pay for the contract have been appropriated in a lawful manner.

The Township is not responsible for loss or destruction of any bids mailed or delivered to the Municipal Clerk prior to the time set for bid opening.

All bidders are required to comply with the requirements of P.L. 1975 C. 127, (N.J.A.C. 17:27).

Susan McCormick, RMC

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

TOWNSHIP OF MONROE
125 VIRGINA AVENUE
WILLIAMSTOWN, NJ 08094

CONTACT PERSON(S)

KEVIN W. HEYDEL
Business Administrator
(856) 728-9800 Ext. 202
Cell (856) 466-5882

MICHAEL CALVELLO
Superintendent of Public Works
(856) 728-9844
Cell (856) 229 -1395

PURPOSE OF REQUEST

The Township of Monroe is extending an invitation for bids for the disposition of Vegetative Waste for Recycling. The contracted vendor shall accept and dispose of vegetative waste received in compactor, dump or roll-off vehicles to the facility indicated by the proposed contractor within fifteen (15) miles of the Township of Monroe's Public Works Facility located at 1040, Glassboro Road (Route 322) Williamstown, New Jersey 08094.

SPECIFICATIONS AND PROPOSAL FOR THE DISPOSITION OF VEGETATIVE WASTE FOR RECYCLING

1. SCOPE OF WORK:

The Township of Monroe is requesting proposals from qualified individuals and firms for the disposition of vegetative waste for recycling.

2. PRICES AND PRICE ADJUSTMENTS:

All prices shall include all charges that may be imposed in fulfilling the terms of the resulting contract.

3. EFFECTIVE DATE:

The Township requires that effective date be made within the shortest time possible after the date of award.

4. EVALUATION OF BIDS:

The Township reserves the right to evaluate all bids submitted and determine through evaluation the system that best serves the Township of Monroe, its operations and award accordingly.

SPECIFICATIONS

General – It is the intent of the Township of Monroe to contract with a vendor located within fifteen (15) miles of The Township of Monroe’s Public Works Facility located at 1040, Glassboro Road (Route 322) Williamstown, New Jersey 08094 to accept and dispose of vegetative waste received in compactor, dump or roll-off vehicles.

SPECIFICATION DETAIL

Vegetative waste may include yard waste consisting of tree limbs, branches, leaves, wood chips, stumps, large diameter logs and other vegetative debris. Christmas trees will also be included as a vegetative waste. All vegetative waste shall be comingled together and vegetative waste shall be reasonable free of other trash.

- Leaves shall be bagged and/or un-bagged. The majority of leaf collection is performed through the use of leaf collection vacuum system. Periods of collection are annually between November 1st and December 31st and May 1st through May 31st.
- Grass and lawn clipping shall be bagged (plastic or paper) or un-bagged. The majority of grass and lawn clippings are collected from May 1st through October 31st.

PRICING

Bidding shall be based upon the following options as follows:

Year 1 – cost is based on the amount per cubic yard:

Wood Waste - \$ _____

Leaves - \$ _____

Grass and Lawn Clippings - \$ _____
(Bagged and Un-bagged)

Year 2 – cost is based on the amount per cubic yard:

Wood Waste - \$ _____

Leaves - \$ _____

Grass and Lawn Clippings - \$ _____
(Bagged and Un-bagged)

The successful contractor will expressly agree to reasonably estimate cubic yards on partial loads. The Township shall not be responsible for the entire truck or container capacity.

***** The Township reserves the right to award the bid in whole or in part to a single or multiple bidders based upon the lowest bid pricing in each of the vegetative waste categories listed above.**

At any time should the Township determine that any or all of the services described herein become unnecessary, or contingent on availability of funds, the township reserves the right to terminate any or all of this contract upon thirty (30) days written notice.

**GENERAL
INSTRUCTIONS
TO
BIDDERS
AND
STATUTORY
REQUIREMENTS**

I. SUBMISSION OF BIDS:

- ◆ Sealed bids shall be received by the contracting unit, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- ◆ Sealed bids will be received by the designated representative at the time and location of bid opening as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- ◆ The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- ◆ It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- ◆ Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- ◆ All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- ◆ Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- ◆ Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
 - *N.J.S.A. 2C:21-34, et seq.* governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - *N.J.S.A. 2C:27-10* provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - *N.J.S.A. 2C:27-11* provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions, if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

A. **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to *N.J.S.A. 40A:11-24a*. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to *N.J.S.A. 40A:11-21*. **Failure to submit a bid guarantee shall result in rejection of the bid.**

B. **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to *N.J.S.A. 40A:11-22*. **Failure to submit a Consent of Surety form shall result in rejection of the bid.**

C. **PERFORMANCE BOND**

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. **Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.**

D. **LABOR AND MATERIAL (PAYMENT) BOND**

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract. **Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.**

E. **MAINTENANCE BOND**

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (*N.J.S.A. 40A:11-16.3*) in an amount not to exceed _____% of the project costs guaranteeing against defective quality of work or materials for the period of:

_____ 1 year

_____ 2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to *N.J.S.A. 17:31-5*.

III. INTERPRETATION AND ADDENDA

- A.** The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B.** Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to *N.J.S.A. 40A:11-13*. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C.** No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to *N.J.S.A. 40A:11-23c.1*.

D. Discrepancies in Bids

- 1.** If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- 2.** In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

A Pre-Bid Conference is not required for this bid.

A Pre-Bid conference for this proposal will be held on _____.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A.** Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B.** Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C.** It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D.** In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E.** Only manufactured and farm products of the United States, wherever available, shall be used pursuant to *N.J.S.A. 40A:11-18*.
- F.** The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverage's.

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to *N.J.S.A. 34:15-12(a)* and *N.J.A.C. 12:235-1.6*.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$_____ any one person and \$_____ any one accident for bodily injury and \$_____ aggregate for property damage, and shall be maintained in full force during the life of the contract.

3. Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$_____ any one person and \$_____ any one accident for bodily injury and \$_____ each accident for property damage, shall be maintained in full force during the life of the contract.

4. Other Forms Of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A.** The owner is exempt from any local, state or federal sales, use or excise tax.
- B.** Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to *N.J.A.C. 5:30-11.2* and *11.10*. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C.** Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D.** Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

No firm may be issued a contract unless it complies with the affirmative action provisions of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1 et seq.* The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

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

- i.** 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
- ii.** A photocopy of a Certificate of Employee Information Report approval, issued in accordance with *N.J.A.C. 17:27-4*; or
- iii.** A photocopy of an Employee Information Report (Form AA 302) 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*.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) 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 shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.

EXHIBIT A

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

GOODS, PROFESSIONAL SERVICES 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 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.

EXHIBIT A

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

(cont'd...)

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 Division of Contract Compliance and 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 at *N.J.A.C. 17:27*.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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 forms of evidence:

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

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* 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*.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

Federal Letter of Approval

U.S. Department of Labor Employment Standards Administration
Office of Federal Control Compliance Programs
Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108



February 27, 20__

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20__.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Victorians Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF CONTRACT COMPLIANCE AND EEO IN PUBLIC CONTRACTS

Form AA302

Employee Information Report

STATE OF NEW JERSEY Division of Contract Compliance & Equal Employment Opportunity EMPLOYEE INFORMATION REPORT													
IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.													
SECTION A - COMPANY IDENTIFICATION													
1. FID. NO. OR SOCIAL SECURITY			2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER					3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY					
4. COMPANY NAME													
5. STREET			CITY			COUNTY		STATE		ZIP CODE			
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)							CITY		STATE		ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER													
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ													
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT													
10. PUBLIC AGENCY AWARDED CONTRACT			CITY			COUNTY		STATE		ZIP CODE			
Office Use Only			DATE RECEIVED			INAUG. DATE		ASSIGNED CERTIFICATION NUMBER					
SECTION B - EMPLOYMENT DATA													
11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, as plus those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.													
JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY NON-MINORITY EMPLOYEES RETAINED									
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers													
Professionals													
Technicians													
Skilled Workers													
Office & Clerical													
Craftsmen (Skilled)													
Operatives (Unskilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total temporary & Part-time Employees													
The data below shall NOT be included in the figures for the appropriate categories above.													
12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)								14. IS THIS THE FIRST Employee Information Report Submitted?			15. IF NO, DATE LAST REPORT SUBMITTED		
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____								1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>			MO. DAY YEAR		
SECTION C - SIGNATURE AND IDENTIFICATION													
16. NAME OF PERSON COMPLETING FORM (Print or Type)						SIGNATURE			TITLE		DATE		
											MO DAY YEAR		
17. ADDRESS NO. & STREET			CITY			COUNTY		STATE		ZIP CODE		PHONE (AREA CODE, NO. EXTENSION)	

EXHIBIT B

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE** **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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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:

EXHIBIT B

***N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27* MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

CONSTRUCTION CONTRACTS

(cont'd...)

(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.*;

EXHIBIT B

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

CONSTRUCTION CONTRACTS

(cont'd...)

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.

EXHIBIT B

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

CONSTRUCTION CONTRACTS

(cont'd...)

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 (N.J.A.C. 17:27)**.

VII. STATUTORY AND OTHER REQUIREMENTS (cont'd...)

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

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. §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 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.

VII. STATUTORY AND OTHER REQUIREMENTS *(cont'd...)*

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

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 _____, 20 __. (Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

(Seal)

VII. STATUTORY AND OTHER REQUIREMENTS (cont'd...)

D. PROOF OF BUSINESS REGISTRATION

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 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.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (*N.J.S.A. 34:5A-1 et seq.*, and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. PREVAILING WAGE ACT

Pursuant to *N.J.S.A. 34:11-56.25 et seq.*, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in *N.J.A.C. 12:60-6.1(c)*. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

VII. STATUTORY AND OTHER REQUIREMENTS (cont'd...)

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

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 law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [*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.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

VII. STATUTORY AND OTHER REQUIREMENTS (cont'd...)

H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

NON-COLLUSION AFFIDAVIT

State of New Jersey

SS:

County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)

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
_____ and that I executed the said proposal with
(title of bid proposal)

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 _____ relies upon the truth of the statements contained in

(name of contracting unit)
said Proposal and in the statements contained in this affidavit in awarding the contract for 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 before me this _____ day of _____, 20_____.

(Notary Public)

(Type or print name of affiant under signature)

My Commission expires:

(Seal)

VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of *N.J.A.C. 5:30-5.1 et seq.*, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to *N.J.S.A. 40A:11-13.2*;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to *N.J.S.A. 40A:11-4b*, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (*N.J.S.A. 40A:11-24b*)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

X. TERMINATION OF CONTRACT *(cont'd...)*

- C.** The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D.** In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E.** Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G.** The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H.** The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

- A.** No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B.** Payment will be made in accordance with the Owner's policy and procedures.

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: _____

QUALIFICATIONS STATEMENT

THE FOLLOWING INFORMATION shall be completely filled out by the respective bidders/quoting entities and presented with each proposal.

The undersigned herewith states that he is financially capable of financing the entire project, and herewith refers Monroe Township to the following parties for information concerning the businesses and financial standing of the undersigned, and agrees to provide to Monroe Township, and its officials conferring, with the parties' names hereafter.

NAME _____

ADDRESS _____

NAME _____

ADDRESS _____

Use Additional Sheets If Required

The undersigned herewith declares he has maintained the business represented for ____years, and he has actively engaged in construction work similar to the work specified in the contract for _____ years.

The undersigned herewith submits a list of projects, completed by the undersigned as contractor, which are similar in character to that upon which he is bidding/quoting under this proposal as evidence of ability and experience.

PROJECT _____

LOCATION _____

PROJECT _____

LOCATION _____

PROJECT _____

LOCATION _____

The undersigned herein submits a listing of all projects, public and private, currently under contract including owner, project location, contract amount, start date, completion date, and percentage of project completed. The form entitles "CURRENT CONTRACTS LISTING" is to be used in submitting this data.

QUALIFICATIONS STATEMENT

(cont'd...)

If subcontractors are to be used in the execution of this project, the bidders/quoting entities must submit the names of each subcontractor as well as agreeing to present any work experience information of the like which might be requested by Monroe Township.

The undersigned herewith states that he owns the equipment and that the equipment listed is available for use in the proposed project. The form entitles "OWNED EQUIPMENT LISTING" is to be used in submitting this data.

The undersigned herewith states that he intends to purchase or lease certain equipment for the proposed project. The form entitled "PURCHASED AND/OR LEASED EQUIPMENT LISTING" is to be used in submitting this data. If awarded the contract; the undersigned will furnish certificates from the owners of the leased equipment to the effect that in case of default of the contract, Monroe Township has the right to take over the leased equipment for use in completing the project.

Contractor Representative Signature

Representative Name & Title

Company Name

Date

OATH

STATE OF NEW JERSEY _____)
) **SS**
COUNTY OF _____)

BEING DULY SWORN, deposes and says that the above is

(TITLE)

of _____
(COMPANY NAME)

and that answers to the foregoing questions and all statements herein contained are true and correct.

Subscribed and Sworn before me this _____ day of _____, 20____.

(Notary Public)

My Commission Expires:

(Seal)

EXCEPTION(S) ITEMIZATION

I DO HEREBY CERTIFY that all exceptions to the bid/quote specifications are noted below and that should no exception be noted, then the equipment/product/material/service provided will meet the specifications exactly.

[] No exceptions are taken.

[] The following exception are taken:

ITEM NUMBER	DESCRIPTION OF EXCEPTION
<hr/>	

Contractor Representative Signature

Representative Name and Title

Company Name

Date

Subscribed and Sworn before me this _____ day of _____, 20____.

(Notary Public)

My Commission Expires:

(Seal)

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY}

ss:

COUNTY OF }

I _____ of the City/Town of _____ in the County of _____ and the State of _____ full age, being duly sworn according to law on my oath dispose and say that:

I am _____, an officer of the firm of _____ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this Owner relies upon the truth of the statements contained in said Proposal and in this statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to disbarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to *N.J.A.C. 7:1-5.2*, commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

Subscribed and Sworn before me this ____ day of _____, 20__.

(Notary Public)

My Commission Expires:

(Seal)

BID PROPOSAL FORM

**TO: TOWNSHIP OF MONROE, COUNTY OF GLOUCESTER
STATE OF NEW JERSEY**

FOR:

The undersigned, as bidder/quoting entity, declares that the only person, persons, company or parties interested in this proposal are named herein; that this proposal is made without any connection with any person acting for or employed by Monroe Township or any of its several departments and that no person employed by Monroe Township is directly or indirectly interested herein, or in the supplies or work to which it relates or in any portion of the prospective profits therefore.

The undersigned declares that he has carefully examined each and every item of the annexed form of contract, the instruction to bidders/quoting entities and the specifications therein referred to, and that he fully understands the same; and that he proposed and agrees that if this proposal is accepted, he will contract with Monroe Township in the form of the annexed official contract to provide the equipment/product/material/service in the manner and within the time therein prescribed.

The prices submitted in the proposal for the specified equipment/product/material/service shall be complete as specified, delivered at the site specified, placed in operation, and include the cost of the unit complete, including demonstration, training, moving in or moving out equipment/product/material for demonstration, fuel, operators of equipment, etc., also the delivery to the site specified, placing in operation, all taxes and incidental costs and expenses, for the unit as specified, at the site in operation.

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$ _____

Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title

Telephone Number

Date

Fax Number

E-mail address

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to *N.J.S.A. 19:44A-20.26* (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfn/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (*N.J.S.A. 19:44A-20.7*).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

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

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

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

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

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

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

¹ *N.J.S.A. 19:44A-3(s)*: “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To *N.J.S.A. 19:44A-20.26*

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of *N.J.S.A. 19:44A-20.26* and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to *N.J.S.A. 19:44A-20.26* this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To *N.J.S.A. 19:44A-20.26*
(cont'd...)

Page ____ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.**

**NJTPA
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

RFP Title: _____ Proposer: _____

PART 1: CERTIFICATION

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

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above, for which I am authorized to submit a proposal, nor any of the proposer's parents, subsidiaries, or affiliates (check each box if appropriate):

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

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

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

Where appropriate, provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. Provide an attachment if you need to make additional entries.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

NJTPA
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
(cont'd...)

PART 3: CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

TOWNSHIP OF MONROE

BID DOCUMENT CHECKLIST

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
<input type="checkbox"/>	Bid Guarantee/Consent of Surety (with Power of Attorney for full amount of <i>Bid</i> Bond)	
<input type="checkbox"/>	Insurance Certificate	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Proof of Business Registration	
<input type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input type="checkbox"/>	Prevailing Wage	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Qualifications Statement	
<input type="checkbox"/>	Exception(s) Itemization	
<input type="checkbox"/>	New Jersey Debarred List Affidavit	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Bid Proposal Form	

****This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.***