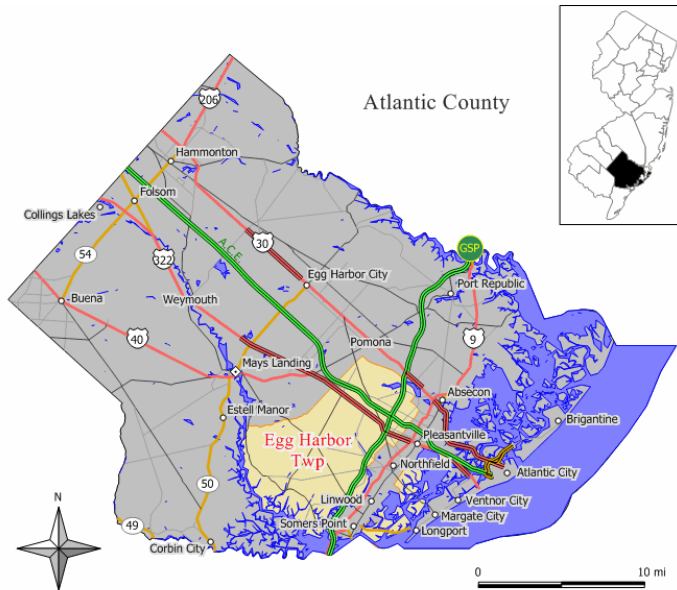


# Bid Opportunity

## Supply and Delivery of Uniforms for the Egg Harbor Township Fire Department



<i>Bid Opening Date</i>	<i>Thursday, March 8, 2012</i>
Bid Opening Time	10:00 am
Bid Opening Location	Conference Room 108 Egg Harbor Township Municipal Building 3515 Bargaintown Road Egg Harbor Township NJ 08234

<i>Request for Proposal Submitted by</i>	
Name	
Title	
Company/Organization	
Address	
Phone	
Facsimile	
Email address	
Signature	→

Any questions regarding the technical specifications contained herein may be directed to:  
**Fire Chief William Danz at 609-926-4070**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Township Clerk of the Township of Egg Harbor, County of Atlantic, State of New Jersey on **MARCH 8, 2012, AT 10:00 A.M.** prevailing time at Township of Egg Harbor Municipal Building, Room 108, 3515 Bargaintown Road, Egg Harbor Township NJ 08234 at which time and place bids will be opened and read in public for **SUPPLY AND DELIVERY OF UNIFORMS FOR THE EGG HARBOR TOWNSHIP VOLUNTEER FIRE DEPARTMENT (Three Year Contract)**. Bids shall be delivered or mailed to the Township Committee, c/o Eileen M. Tedesco, RMC, Township Clerk, 3515 Bargaintown Road, Egg Harbor Township NJ 08234. Responsibility for delivery by hand or mail is the bidders.

Specifications and forms of bids for the proposed work are available via [www.ehtgov.org](http://www.ehtgov.org) or at the Office of the Township Clerk, 3515 Bargaintown Road, Egg Harbor Township NJ 08234-8321 (609-926-4085) and may be inspected/obtained by prospective bidders during regular business hours. Bidders who do not download this document will be furnished with a copy of the specifications upon proper notice and payment of a non-refundable fee of \$10. **Bids must be made on standard proposal forms in the manner designated therein and required by the specifications and must be enclosed in a sealed envelope, bearing the name and address of the bidder and name of the project on the outside, addressed as follows: Township Clerk, Egg Harbor Township, 3515 Bargaintown Road, Egg Harbor Township, NJ 08234 and must be accompanied by a Non-Collusion Affidavit and a Certified Check or Bid Bond for not less than ten (10%) percent of the amount bid, provided said security need not be more than \$20,000 nor less than \$500 and be delivered at the place on or before the hour named above.**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addenda to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. ALL RFP ADDENDA WILL BE ISSUED ON THE TOWNSHIP OF EGG HARBOR'S WEBSITE. To access Addenda, go to [www.ehtgov.org](http://www.ehtgov.org). There are no designated dates for release of Addenda. Therefore, interested bidders should check the website on a daily basis from time of RFP issuance through bid opening. It is the sole responsibility of the bidder to be knowledgeable of all Addenda related to this contract.

Bidders are required to comply with the requirements of the Public Law, 1975, C.127 NJSA 34:11-56, 25 et seq as amended in Chapter 64 of the Laws of 1974 and P.L. 1977 Ch. 33 NJSA 52:25-24.2 which requires a statement setting for the names and addresses of all stockholders in the corporation or partnership who owns 10% or more of its stock, of any class or of all individual partners in the partnership who own 10% or greater therein, as the case may be.

Challenges to bid specifications must be made in writing addressed to the Township Clerk, at least three business days prior to the bid opening date. Challenges filed otherwise will not be considered.

Prospective Bidders are required to comply with the requirements of NJSA 10:5-31 et seq and NJAC 17:24 (Contract Compliance and Affirmative Action for Public Contracts).

Prospective Bidders are required to comply with the requirements of NJSA 19:44A-20.27. 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). 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).

The Township reserves the right to reject bids based upon the criteria specified in the Information to Bidders.

By Order of the Egg Harbor Township Committee, Eileen M. Tedesco, RMC, Township Clerk

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## **I. SUBMISSION OF BIDS**

- A. 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.
- B. Sealed bids will be received by the designated representative at 10:00 AM at Conference Room 108, Egg Harbor Township Municipal Building, 3515 Bargaintown Road, Egg Harbor Township NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. 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 # of the contract being bid.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

- H. 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 a (✓), 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 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.

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.

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

### 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

The contractor shall not commence work under this contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and admitted to do business in New Jersey with an A.M. Best rating of A or better.

✓1. Worker's Compensation Insurance

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

✓2. General Liability Insurance

During the life of the contract the contractor shall procure and maintain commercial general liability insurance on an "occurrence basis" with limits of liability not less than five hundred thousand dollars per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.

✓3. Automotive Liability Insurance

During the life of this contract the contractor shall procure and maintain motor vehicle liability insurance, including applicable no-fault coverage with limits of liability not less than five hundred thousand dollars per accident combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. Other Forms of Insurance Required

Additional Insured: The following shall be additional insureds: The Township of Egg Harbor, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primary to the additional insureds, and shall not be contributing with any other insurance or similar protection available to the additional insureds, whether other available insurance be primary, contributing or excess.

**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 AFFIRMATIVE ACTION CERTIFICATION**

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.

### **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.

#### 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.

#### D. PROOF OF BUSINESS REGISTRATION

Each bidder (contractor) shall 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](http://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.

**If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.**

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/lse/lspubcon.html](http://www.state.nj.us/labor/lse/lspubcon.html).

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](http://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.

✓ H. NON-COLLUSION AFFIDAVIT

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

I. PAY TO PLAY

Starting in January, 2007, 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).

**VIII. METHOD OF CONTRACT AWARD**

- A. The length of the contract shall be stated in the 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, Subsection 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.
- 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.

## **XII. SPECIFICATIONS**

This RFP solicits bid proposals for apparel products.

### **1. Purpose and Intent.**

The purpose of this bid is to solicit bids for uniforms and related items for members of the Egg Harbor Township Fire Department.

It is the Township of Egg Harbor's intent to award a contract to the lowest responsive/responsible bidder best meeting all specifications and conditions for each product price line of the bid. This is an all or none bid. All price lines must be bid or the bid will not be considered.

The quantities listed are estimated and shall not be construed as either the minimum or maximum amount which the Egg Harbor Township shall be obligated to order.

### **2. Measurements and Fitting**

The contractor shall be responsible for proper fit of all items and will be required to take all measurements at one of our Fire Stations in Egg Harbor Township in the p.m. hours for the Volunteers. The Egg Harbor Township Fire Department shall be the sole judge as to proper fit of uniforms and all alterations required shall be made without charge to the Township or its employees. Uniforms are to be inspected as to material, fit and workmanship by the Chief of Fire or his duly appointed representative. Alterations must be completed within two weeks.

### **3. General Construction and Workmanship**

All workmanship used in the manufacture and construction of the garments listed herein shall be representative of the very best commercial practice. The specifications listed herein are to provide a guide, as nearly as possible, to the style and type of clothing which will be required.

Any and all garments furnished under any contract resulting from this bid shall be subject to inspection by sample. It shall be the contractor's responsibility to replace any and all garments that fail to conform to specifications and samples.

### **4. Approved Equal Interpretation:**

References made herein to the products of any specific manufacturer by brand name are only for the purpose of describing type, style and quality of the product desired. Any substitutions must, however, be identical in appearance and must equal or exceed quality of the items specified. In the event substitutions are offered, they must be itemized on a separate sheet and attached to your bid and the differences in brand and specifications, if any, so noted thereon. Failure to list substitutions shall hold vendor responsible for furnishing the exact brand and style described in this bid invitation.

In the event substitutes are offered, samples must be submitted to the Chief's office by the time of the bid opening. The Chief of Fire will be the sole judge as to the acceptability of substitution, and the Chief's determinations shall be final.

If requested to do so, the low bidder will be required to furnish a display sample of each item bid upon, showing typical workmanship and material. The right is reserved to require such minor modification in style, cutting and construction, as may be though advisable, and the contractor will be

required to furnish the balance of the uniforms modified in accordance with such instruction. It is not intended that such modifications will be of a nature to increase the cost of the uniform and no additional amount will be paid to the contractor.

**5. Facilities**

The Fire Department reserves the right to inspect the facilities of the successful bidder.

**6. Material Match**

All requirements of shirts and trousers and jackets as measured for the individual employees of the Fire Department shall be cut from the same bolt of material or dye lot number insuring an exact match. Variation of shade between shirts, trousers and jackets will not be acceptable.

**7. Basic Fabrics**

All Basic fabrics furnished under this contract shall be as specified under the detailed specifications for each item number. Piece goods shall be thoroughly pre-shrunk by the cold water immersion process and by drying without tension thereafter.

**8. Color Fastness**

Rayon lining fabrics shall show class 5 fastness to perspiration when subject to test No. 9 of the American Standard Minimum Requirement of Rayon and Acetate Fabrics, Standard No. L 22.2.7.

Outer fabrics shall show Class 3 color fastness to crocking as per CS 59-44 both wet and dry.

**9. Reservations**

Failure of the bidder to comply with any of the previously mentioned conditions may be just cause for rejection of this bid in its entirety.

**10. Delivery**

All deliveries shall be F.O.B. at the Egg Harbor Township Fire Inspections Department, Egg Harbor Township Hall, Atlantic County, New Jersey.

The contractor shall deliver all articles within 90 working days of the receipt of measurements and placement of the order in writing from each department. Orders which are received incomplete in quantity shall not be accepted or paid for until all items are received.

The sum of \$25 per day will be deducted from the monies due the contractor as liquidated damages and not a penalty for each day over the 90 day period that the order remains incomplete.

Each garment shall have securely attached thereto a linen label bearing the date, name and number of the Fire Department for whom the garment was manufactured. Each part of the uniform shall be packed in a garment bag. For Fire personnel the firefighters name, number of Fire Company and shall be placed on the garment bag.

**11. Sleeve Patches, Insignias**

All emblems and flags, etc. shall be supplied and securely fastened to all jackets, short and long sleeve shirts by the contractor.

**12. Order Period and Quantities**

All unit prices submitted under this proposal shall remain in effect for the term of the contract commencing with the date of the signing on the contract.

It shall be explicitly agreed and understood by the contractor that all quantities quoted in this proposal represent the best estimate available from the Township. Due to possible increases or decreases in personnel, the Township reserves the right to increase or decrease said quantities according to the needs it might have.

**13. Penalty**

If the successful bidder shall fail to deliver the order within the time stated, it (he, they) shall and will pay the Township of Egg Harbor the sum of Twenty-five Dollars (\$25.00) for each and every calendar day, the time consumed in completing such written order may exceed the time herein allowed for the purpose. The aforementioned amounts shall be deemed and taken in all courts to be liquidated damages for nonperformance of delivery within the time aforementioned and not as a penalty.

**14. References**

If requested to do so, each or any bidder shall furnish within ten (10) days of request, a list of at least three (3) Fire Departments which they have furnished with uniform requirements within the past three (3) years. Such listing is to include name, address, telephone number and person to contact. Any favorable performance date resulting from inquires to said reference, or failure to comply with these requirements may result in rejection of your bid in its entirety.

**15. Length of Contract**

The term of this contract shall be for three years commencing with the signing of this contract with an option to renew the contract for an additional term at the discretion of Egg Harbor Township at the same unit prices with the cost for the additional years NOT to be more than the INDEX established by the Federal Government.

**TECHNICAL SPECIFICATIONS**

**1. Item #1 Double Breasted Coat**

For an economical dress appearance at business and public functions

- ▶ Made of 100% Dacron serge 11-11 ½ oz.
- ▶ Double breasted six button front-two or four additional buttons may be added at extra charge
- ▶ Unlined with cloth reinforced breast pocket
- ▶ Pellon front stiffening and sleeve wigan for neat appearance
- ▶ Shoulder pads, lower dummy flaps, Peak lapels
- ▶ Badge tab, Shoulder straps may be added at extra charge
- ▶ Machine Washable
- ▶ Shipped with gilt "FD" buttons unless otherwise specified

- ▶ 38802 Navy Blue, unlined

**2. Item #2 Trousers**

- ▶ 100% polyester serge 11 ½ oz.
- ▶ Style (T-1)
- ▶ 1/4 top pockets
- ▶ 3/4" wide belt loops
- ▶ Tab left hip pocket
- ▶ Navy Blue, unlined to match double breasted jacket

**3. Item #3 Shirt, winter, long sleeve, blue**

- ▶ Royalcrest Tropical Zipper Front shirts
- ▶ Concealed zipper front
- ▶ Permanent stitched in Military Creases
- ▶ 7 ½ oz. Per linear yd. Tropical weave- Permanent Press
- ▶ Pleated Pockets with scalloped flaps and Velcro closures
- ▶ Shoulder straps with sling badge Patch
- ▶ Mens long sleeve banded dress collar with top center placket style no. 555Z SSBP
- ▶ Mens short sleeve Convertible collar with false top center placket Style No. 666Z SSBP
- ▶ Womens Long sleeve and short sleeve Convertible Collar with false top center placket (style no. 333Z SSBP-long sleeve Style no. 222Z SSBP-short sleeve)
- ▶ Color Lt. Blue

**4. Item #3A Shirt, summer, short sleeve, blue**

- ▶ Royalcrest Tropical Zipper Front shirts
- ▶ Concealed zipper front
- ▶ Permanent stitched in Military Creases
- ▶ 7 ½ oz. Per linear yd. Tropical weave- Permanent Press
- ▶ Pleated Pockets with scalloped flaps and Velcro closures
- ▶ Shoulder straps with sling badge Patch
- ▶ Mens long sleeve banded dress collar with top center placket style no. 555Z SSBP
- ▶ Mens short sleeve Convertible collar with false top center placket Style No. 666Z SSBP
- ▶ Womens Long sleeve and short sleeve Convertible Collar with false top center placket (style no. 333Z SSBP-long sleeve Style no. 222Z SSBP-short sleeve)
- ▶ Color Lt. Blue

**5. Item #4 Shirt, winter, long sleeve, white,**

- ▶ Royalcrest Tropical Zipper Front shirts
- ▶ Concealed zipper front
- ▶ Permanent stitched in Military Creases
- ▶ 7 ½ oz. Per linear yd. Tropical weave- Permanent Press
- ▶ Pleated Pockets with scalloped flaps and Velcro closures
- ▶ Shoulder straps with sling badge Patch
- ▶ Mens long sleeve banded dress collar with top center placket style no. 555Z SSBP
- ▶ Mens short sleeve Convertible collar with false top center placket Style No. 666Z SSBP

- ▶ Womens Long sleeve and short sleeve Convertible Collar with false top center placket (style no. 333Z SSBP-long sleeve Style no. 222Z SSBP-short sleeve)
  - ▶ Color White
6. **Item #4A Shirt, summer short sleeve, white,**
- ▶ Royalcrest Tropical Zipper Front shirts
  - ▶ Concealed zipper front
  - ▶ Permanent stitched in Military Creases
  - ▶ 7 ½ oz. Per linear yd. Tropical weave- Permanent Press
  - ▶ Pleated Pockets with scalloped flaps and Velcro closures
  - ▶ Shoulder straps with sling badge Patch
  - ▶ Mens long sleeve banded dress collar with top center placket style no. 555Z SSBP
  - ▶ Mens short sleeve Convertible collar with false top center placket Style No. 666Z SSBP
  - ▶ Womens Long sleeve and short sleeve Convertible Collar with false top center placket (style no. 333Z SSBP-long sleeve Style no. 222Z SSBP-short sleeve)
  - ▶ Color White
7. **Item #5 Belt**
- ▶ 1 3/4 “ Black Leather w/gold or silver buckle
8. **Item #6 Ties**
- ▶ 100% Polyester, Navy Blue clip on with button holes
9. **Item #7 Shoes**
- ▶ Bates #942 or approved equal, color black
10. **Item 8 Hat**
- ▶ Style F-303 N.Y.C. bell style
  - ▶ Colors White naugalite or blue serge
11. **Item 9 Badge**
- ▶ Shirt (B30 Rhodium) goldplate
12. **Item 9A Badge**
- ▶ Hat (A2327-Rhodium) goldplate
13. **Item 10 Emblems and Flags**
- ▶ All emblems and flags are to be provided and sewn on by the vendor. Emblems and flags are to be sewn on all shirts and jackets.

**XIII. BID PROPOSAL FORM - FIRE DEPARTMENT UNIFORMS**

To The Township of Egg Harbor, Atlantic County, NJ  
 For Uniform apparel for the Egg Harbor Township Volunteer Fire Department

The undersigned declares that he has carefully examined each and every item of the annexed form of Contract, Information for Bidders, and the Specifications therein referred to, and that he fully understands the same; and that he proposes and agrees that if this Proposal is accepted, he will contract with the Municipality in the form of the annexed official contract/agreement to provide the **FIRE DEPARTMENT UNIFORMS** in the manner and within the time therein prescribed.

The Undersigned further acknowledges that award will be based on the TOTAL LUMP SUM BID in this Proposal, but the payment will be made by the Township of Egg Harbor according to the unit prices bid in the following Schedule of Prices. The Township of Egg Harbor reserves the right to increase or decrease the following quantities to suit the needs of the Township.

Accompanying this Proposal is a **certified check or bid bond** payable to the Township in the sum of ten percent (10%) which the undersigned agrees is to be forfeited as liquidated damages and not as a penalty. If the contract is awarded to the Undersigned and the Undersigned shall fail to execute the contract for the project furnishing the bond required within the stipulated time. Otherwise, the said check is to be returned to the Undersigned.

Pursuant to the said conditions is a Performance Bond Letter from an approved bonding Company, certifying that the Company will furnish the Performance Bond as required by the contract documents.

Further, pursuant to the said conditions is a statement in detail giving full information as to the experience, ability, and resources of the Undersigned Bidder, using forms herein provided.

**Note:** Bidders must bid on every item.  
 Prices shall remain in effect for the term of the contract period (two years).

ITEM	DESCRIPTION	ESTIMATED QTY	UNIT PRICE	AMOUNT
1	Double Breasted Jacket	25		
2	Trousers	25		
3	Shirt, Winter Blue	25		
3A	Shirt, Summer Blue	25		
4	Shirt, Winter White	25		
4A	Shirt, Summer White	25		
5	Belt	25		
6	Ties	25		
7	Shoes	25		
8	Hat	25		
9	Badge, Shirt	25		

ITEM	DESCRIPTION	ESTIMATED QTY	UNIT PRICE	AMOUNT
9A	Badge, Hat	25		
10	Emblems and Flags	125		
TOTAL LUMP SUM BID			<b>TOTAL</b>	\$

Signature of Bidder:	➔		
Name/Title of Officer:			
Firm Name of Bidder:			
Address:			
Date:		Telephone	(      )

**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, consent of surety in substantially the following form:

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

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

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

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

will provide to \_\_\_\_\_ a performance bond in  
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

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

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

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

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

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)

**No addenda were received:**

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

Company \_\_\_\_\_  
Signature **→** \_\_\_\_\_  
Print Name \_\_\_\_\_  
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            \_\_\_\_\_

**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. S12101 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:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name	Home Address

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

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

(Notary Public)

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

My Commission expires:

(Corporate Seal)

## **BUSINESS REGISTRATION CERTIFICATE**

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.

## REQUEST FOR PREVAILING WAGE DETERMINATION

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 effect 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.

**NON-COLLUSION AFFIDAVIT**

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

ss:

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 said Proposal  
(name of contracting unit)  
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 of

\_\_\_\_\_  
Signature

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

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

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

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

(Seal)

## **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)**.

## **FORMS TO BE PROVIDED BY ELEC**

### 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).

**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.* 5121 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.

**BID DOCUMENT CHECKLIST\***

<b>Required by owner</b>	<b>Submission Requirement</b>	<b>Initial each required entry and if required submit the item</b>
✓	Stockholder Disclosure Certification	
✓	Non-Collusion Affidavit	
✓	Bid Proposal Form	
✓	References	
✓	Bid Guarantee	
✓	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
✓	Mandatory Affirmative Action Language	
✓	Americans with Disabilities Act of 1990 Language	
✓	Proof of Business Registration	
✓	Acknowledgment of Receipt of Addenda	

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