

LEGAL NOTICE

Town of Secaucus
County of Hudson, State of New Jersey

REQUEST FOR SEALED BIDS

DESIGNATION OF REPAIR & MAINTENANCE SERVICE CONTRACTOR FOR VARIOUS SECAUCUS PUMP STATIONS AND EQUIPMENT (PLUS PARTS & MATERIALS)

PLEASE TAKE NOTICE that sealed bids of qualified contractors to perform service, maintenance and repairs on an "as-needed" basis of equipment/apparatus at various Town of Secaucus Pump Stations plus parts & materials will be received by the Purchasing Agent of the Town of Secaucus ("Town") or her designee on September 18, 2012, at 10:00 AM at 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said bids will be opened and read publicly.

Bids and all requisite documents must be set forth on the forms provided by the Town, which shall be enclosed in a sealed envelope bearing on the outside of the envelope the name and address of the bidder/vendor and the words "Sealed Bid for REPAIR & MAINTENANCE SERVICE CONTRACTOR FOR VARIOUS SECAUCUS PUMP STATIONS AND EQUIPMENT PLUS PARTS & MATERIALS". The envelope shall be addressed to Purchasing Agent, Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, and delivered by hand, overnight courier or mail. The bid package shall be received by the Purchasing Agent no later than the date and time set forth above. Late submissions will not be accepted; lost submissions or submissions delivered improperly shall not be the basis to accept bids out of time. No submissions sent by fax or email will be accepted.

Bid documents may be reviewed and obtained at the Town Clerks Office, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, phone 201-330-2017, during business hours. Inquiries in accordance with Bid Documents shall be directed to the Secaucus Purchasing Agent, phone 201-330-2026. The fee for the bid document package is twenty dollars (\$20.00) payable in advance by cash or certified check to "Town of Secaucus" or available online at the official website of the Town of Secaucus.

The Mayor and Council of the Town of Secaucus intend to award a Contract for the within services to the lowest responsible bidder, pursuant to N.J.S.A. 40A:11-1, et seq.

Bidders/vendors shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

The Town reserves the right to waive any minor irregularities or deficiencies in any submission, or to reject any or all bids if deemed to be in the best interest of the Town.

REQUEST FOR BIDS

1. **Legal Notice.** The foregoing “Legal Notice” is incorporated by reference into the within Bid Solicitation and Request for Bids package, as if set forth at length.

2. **Definitions.**

A. “Bidder” and “Vendor” each mean the submitter and/or responder to this contract solicitation, and such words shall be deemed synonymous with each other.

B. “Contract” means the agreement by and between the successful Bidder - Vendor and the Town of Secaucus, as amended, changed or modified, and shall include all Bid Documents to provide and conform to the within contract solicitation.

C. “Contractor” means the successful to which the award of the Contract shall be made pursuant to N.J.S.A. 40A:11-1, et seq.

D. “Contract Solicitation Documents”, “Request for Bid Documents” “Bid Package” , “Bid Documents” each shall be deemed synonymous and mean all documents without exception requesting bids, Legal Notice, Request for Bids, Definitions, Instructions to Bidders, Specifications, Bid Checklist, Bid Form, addenda (if any), Affidavit of Non-Collusion, Affidavit as to Secaucus Pay To Play (including Chapter 26 of the Town of Secaucus incorporated by reference herein), Affidavit(s) and Narrative of bidder’s/vendor’s Experience, Customers and Financial Responsibility, Statement of Ownership of Corporation or Partnership, and all documents submitted by the bidder.

E. “Town” means the Town of Secaucus.

3. **Specifications, Specific Requirements, Contract Requirements, Scope of Work.** These bid specifications set forth the requirements of “exclusive” Contract with a qualified vendor to provide parts/materials and service, repair and maintenance on an “as-needed basis” for the Pump Stations and equipment. This contract is exclusive to the Contractor, except as otherwise provided herein. In the event that Town employees make repairs or the like, the same shall not be deemed to be inconsistent with the Contract.

A. **Contract Requirements, Scope of Work.**

1) Contractor shall provide parts/materials, service, repair and routine maintenance on an “as-needed basis” for and at the Pump Stations and equipment located/situated at the following Town of Secaucus properties/locations:

- Golden Avenue Pump Station
- High School Pump Station
- Born Street Pump Station

- Misc. locations and pumps.

The Town may add or delete locations; equipment may be moved to other locations. Between the time of this announcement and publication of the Request for Bid Documents and the contract award, it is possible that equipment may be at a repair facility for repairs, which shall not be deemed by Contractor as inconsistent with these bid documents.

Also, see equipment set forth in subparagraph 3C (titled: EQUIPMENT TO BE "REPAIRED" IMMEDIATELY UPON EXECUTION OF CONTRACT) set forth below; between the time of this announcement and publication of the Request for Bid Documents and the contract award, it is possible that equipment set forth in 3C may have been repaired and installed at the Town facility/location.

2) **The Town requires bidders to visit all of the above Town facilities/locations to familiarize itself with all equipment subject to this contract.** The Town encourages strongly bidders to visit the location set forth in subparagraph 3C below. Contractor shall not be relieved from full compliance of Contract for any reason; Contractor is to make adequate inspections at the Town locations aforesaid to understand fully the scope of the work subject to this contract. Contractor will not be relieved or excused from its contracted obligations by failing to comply with the foregoing. By submitting a bid, Contractor agrees that it will not seek to be relieved of its obligations hereunder due to not understanding the scope of the work or otherwise the scope of the undertaking.

3) Town, during contract term, may add, delete and replace equipment at the above locations to be serviced under this Contract.

4) This is an exclusive contract wherein Contractor has the exclusive right and obligation to perform all work and services set forth herein, and provide the needed parts, equipment materials and incidental and ancillary services. If contractor fails to perform in strict accordance herewith, Town has the right to have the work performed by a different vendor. This would include instances wherein Contractor fails to perform repairs or work within the time(s) specified herein. Contractor shall be liable to reimburse the Town for the additional costs and damages it incurs for using another vendor due to Contractor's default over the price Contractor would have billed. In addition, such default may be the basis of cancellation of Contract, with the Town entitled to seek damages against Contractor.

5) The Town Administrator, Superintendent of the Department of Public Works or Town Purchasing Agent or their respective designees are each empowered to authorize work of Contractor pursuant to this Contract.

6) Contractor shall be paid the hourly fee set forth on Contractor's Bid Form (plus other allowed costs). Hourly rates shall be as follows: routine maintenance, normal repairs, licensed electrician repairs and emergency repairs. "Hourly rate" is per person, and billed hourly rates shall be in conformity and consistent with industry standards. In addition,

work performed at Contractor's facilities shall be paid at an "hourly shop rate". Contractor may, also, charge a per diem rate for usage of electrical generator(s) and hoist equipment. "Equipment Travel Time" for the retrieval and return of Town equipment/apparatus is allowed to be billed at an hourly rate, but may not exceed forty-five (45) minutes per direction (and the hourly rate shall include, manpower, vehicle costs, tolls, gas). All the foregoing appears on the Bid Form with estimated hours.

7) Contractor shall be paid for all parts, equipment and material, as follows: contractor shall be paid its wholesale cost or actual cost of parts, equipment and materials plus Contractor shall be entitled to a mark-up fee, which percentage amount is set forth on the Bid Form. Town reserves the right to direct Contractor as to where to buy parts, equipment and materials if Town finds a more competitive source and the price variation is more than twenty percent (20%). Contractor will still be entitled to its mark-up fee. The amount the Town inserted on the Bid Form is a rough estimate and should not suggest or imply the actual amount of parts/materials. Copies of contractor's invoice(s) shall be attached to bills to evidence the cost for parts/materials.

8) Amounts/rates set forth on Bid Form shall not increase during contract term.

B. Work Scheduling.

i) Contractor shall provide all parts/materials and labor to perform such service, repair and routine maintenance on an "as-needed basis", as directed by Town.

ii) Routine service maintenance shall be performed as directed by the Town, and performed within "normal business hours".

iii) Repair services and emergency repair services shall be performed as requested by the Town within two (2) hours of request by Town; contractor shall arrive on site within two (2) hours.

iv) It shall be within the Town's sole discretion to determine and declare a repair to be an "emergency repair". For the purpose of this contract, "normal working hours" shall be deemed, Monday-Friday 7:00AM – 5:00PM, excluding legal holidays; "emergency repairs" are repairs performed outside the foregoing (after the hour of 5:00PM and before 7:00AM or weekends or legal holidays). Contractor shall provide Town with its telephone number to effectuate emergency repair service, which number shall be answered/monitored at all times, twenty-four (24) per day, including holidays and weekends.

v) Bid Form differentiates between "normal working hours" and "emergency repairs". Bidders may charge different hourly fees for "emergency repairs". Bidders may NOT charge for travel time; Bidders may NOT charge for meal time. Work performed as an "emergency repair" if requested by the Town and performed outside "normal working hours" may be billed to Town at Contractor's "emergency hourly rate". Notwithstanding

anything to the contrary, work commencing within the “normal hours” shall not incur the “emergency hourly rate” for the time Contractor performs between 5:00PM and 8:00PM; work authorized by the Town after 8:00PM may be billed at the “emergency hourly rate” amount.

vi) Bidders may charge differently for each hourly category on Bid Form (e.g. licensed electrician, shop technicians, routine service technicians, repair technicians, emergency repair technicians).

vii) Contractor by submitting a bid certifies that it has sufficient equipment, personnel and the like to respond to all requests/calls on a timely basis, as indicated above.

viii) The foregoing time requirement(s) for making “emergency repairs” shall be deemed to be a TIME OF THE ESSENCE requirement. Failure to comply with the time requirements for “emergency repairs” shall be deemed a material breach of contract.

ix) All on-site work shall be performed timely without interruption or delay, pursuant to Town’s instructions, except if awaiting delivery of parts.

C. EQUIPMENT TO BE “REPAIRED” IMMEDIATELY UPON EXECUTION OF CONTRACT. In addition to the service, repair and maintenance on an “as-needed basis” required by these specifications, Contractor shall fix, repair, or rebuild equipment/apparatus, as more fully set forth below in this subparagraph, in a manner approved by the Town. The equipment/apparatus units are stored presently at Rapid Pump & Meter Service Co., Inc., 285 Straight Street, Paterson, New Jersey and each is either partially or fully disassembled. Bidders are encouraged to inspect such equipment. Contractor shall within five (5) business days of fully executed contract, retrieve said apparatus from said Paterson, NJ location and take the same to its shop for repair. Upon completion of repairs, Contractor shall install the same to the Town facilities to make the same operational. All work, repairs, rebuilding, and installations shall be billed to the Town based upon the hourly rates set forth on Bid Form.

The equipment to be repaired, fixed, rebuilt which is presently at the above location, and then installed (including all electrical and other connections) at the Town facility is listed below, with the Town’s good faith belief as to the existing needed work:

- Golden Avenue Pump Station Pump No. 1 and Pump No. 2 and Motors. Repair pump shafts and fabricate three (3) new shaft couplings. Pump motor: repair as necessary to wash, dip and bake, motor windings, new bearings, new site glass, new lock washers, bench test motor, balance/repair Impeller, reassemble pump, paint pump(s).

Commencement of the foregoing work shall not be performed prior to Contractor submitting a written, explicit Bid and description as to work recommended, and setting

forth explicitly the estimated costs, including labor and parts. Town shall advise contractor as how to proceed, and the Town's determination shall be binding. All provisions of this contract and bid documents shall be applicable to the foregoing, and payment shall be pursuant to contract and Bid Form.

D. No work shall be subcontracted or assigned by Contractor, unless approved in writing by the Town in advance of the requested work. In no event shall subcontracted work exceed the cost provided by Contract. In the event of an approved subcontracting or assignment of work, Contractor shall not be relieved of its obligations hereunder.

E. No repair, except routine maintenance, shall be performed prior to Contractor submitting a written, explicit Bid and description as to work recommended, and setting forth explicitly the projected costs, including labor costs, parts and all other incidental costs. Town shall advise contractor as to proceed, and the Town's determination shall be binding. Emergency repairs may be approved verbally by the Town at site, provided a written confirmation or work order is approved as soon as is practicable.

F. WARRANTIES: All replaced parts, systems, equipment, materials and the like shall be provided to Town with manufacturer's warranty, if new; otherwise, warranty for repair and replacement including labor is six (6) months, unless otherwise agreed by the parties in writing. Contractor by submitting bid agrees to warranty it repairs/labor for six (6) months.

G. By submitting a bid, Bidder affirms and certifies that it is able and qualified to do each of the following, without exception:

- 1) Repair, service, maintain, install flow meters, rebuild and the like of all equipment and installations hereunder without exception, including meters, control systems, instrumentations, valve actuators, process instrumentation, hoses, fittings, ancillary items, floats, couplings, fixtures, etc. This includes electrical work, pipefitting, hoist/crane services, bypass pumping, etc.
- 2) Repair, service, maintain, install flow meters, rebuild and the like of all equipment hereunder.

H. Costs for all equipment, machines, tools, and the like used by Contractor shall be included in it hourly rates, and such equipment, machines, tools and the like shall not be an additional cost to Town, unless allowed specifically in Bid Documents. By submitting a bid, Bidder affirms and certifies that it has, without exception:

- 1) A minimum of five (5) years experience as a vendor engaged regularly in the scope of work set forth herein.
- 2) A machine shop with equipment and machinery to make any and all necessary repairs and rebuilding of the Town equipment.

3) All equipment necessary to perform the within contract including, but not limited to: pipefitting equipment to fabricate ductile and cast iron flanged spools and piping as well as steel, stainless steel and PVC, hoisting equipment, bypassing pumping equipment, emergency generators (which generators are capable of handling Town equipment), and the like.

4) Sufficient personnel including electricians to meet the Town needs.

I. In the event that emergency generators are needed, as determined by the Town, Contractor shall provide the same immediately, and bill the Town at a per diem (24 hour) rate, transportation/delivery and installation included in the per diem rate.

J. Contractor shall provide all materials and replacement parts, as is necessary. Contractor shall whenever possible give the Town the option of purchasing new parts, used, or rebuilt. Contractor shall be paid their actual wholesale cost of parts and invoice the Town for their actual cost of parts and materials plus a mark-up fee, as set forth on the Bid Form.

K. Contractor shall comply with all laws, Building Laws, Codes and Regulations without exception.

L. While this is an exclusive contract, subject to the exceptions herein set forth in this bid solicitation package, the Town does NOT guarantee a minimum amount of work to Contractor, except as set forth in subparagraph 3C above. ALL QUANTITIES AND HOURLY LABOR PROJECTIONS/ESTIMATES ARE ONLY APPROXIMATIONS and the Town does not guarantee any minimum amount of work, except as to 3C above.

M. Town makes the following good faith estimates of the scope of this contract, inclusive of the work required by subparagraph 3C, which estimates span the full two years of contract:

<i>Routine Service/Maintenance Hours</i>	<i>150</i>	<i>Hours</i>
<i>Normal Repair Maintenance</i>	<i>500</i>	<i>Hours</i>
<i>Licensed Electrician</i>	<i>50</i>	<i>Hours</i>
<i>Emergency Repair Hours</i>	<i>100</i>	<i>Hours</i>
<i>Equipment Travel Time</i>	<i>30</i>	<i>Hours</i>
<i>Repairs at hourly "shop rate"</i>	<i>100</i>	<i>Hours</i>
<i>Per diem usage electrical generators</i>		
<i>for bypass pumping (usages)</i>	<i>5</i>	<i>Usages</i>
<i>Per diem usage hoist equipment (usages)</i>	<i>10</i>	<i>Usages</i>

Estimated parts/equipment/materials: \$35,000 subject to Contractor's mark-up fee.

4. Contract Term/Duration. Term/duration of contract shall be two (2) years commencing within ten (10) days of the contract award by the Secaucus Mayor and Council. The prices, terms and conditions for contract period shall remain firm and fixed throughout the contract. Town may terminate Contract at any time for cause; in the event of such termination, Contractor shall be liable to Town for all damages suffered by Town. The Town may, in its uncontrolled judgment and discretion, extend the Contract term/duration for one (1) additional two (2) year term, pursuant to NJSA 40A:11-15.

5. Instructions to Bidders.

A. Opening of Bids. All bids will be opened and read publicly by the Town Clerk or his designee at time and place set forth in Legal Notice.

B. Submissions:

i) Each required document submitted must be completed fully in strict compliance with the within Instructions and Bid Documents. Bidders shall NOT substitute their own forms. Such substitution may be the basis of rejection of a Bid. Bidders may attach supplemental sheets to any form to clarify their bid/submission. Alternate bids will not be considered. Bidders shall not deviate from any requirement herein. Bidders shall not take exception to any requirement herein.

ii) On Bid Form, the bidder must state its hourly costs and/or rates offered. Hourly costs shall include contractor's tools and the like, except if otherwise set forth herein expressly. No additional costs shall be allowed or considered after the award, except for additional services and if approved by the Town. If the amount shown in words and its equivalent in figures in the Bid Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail. Mistakes by bidders shall not be the basis for changing any submitted prices, costs, or the like.

iii) Bids shall be delivered at time, place and manner set forth in Legal Notice.

iv) Each bidder shall sign the within documents, where applicable, as follows: for a corporation, by an authorized principal executive officer, for a partnership or sole proprietorship, by a general partner or the proprietor, or by a duly authorized representative setting forth such authority.

v) At the time for the bid submission, each bidder shall submit one (1) original set of the completed Bid Documents and two (2) copies.

vi) Each bidder shall acknowledge receipt of addenda with its submission, if applicable.

vii) Once submitted, a bidder shall not withdraw its bid within twenty four (24 hours) of the time announced for the opening of sealed bids.

viii) All bid documents submitted and opened shall become the property of the Town, and will not be returned.

6. Award.

A. The Town shall award a contract to the bidder submitting the lowest responsible bid based upon TOTAL set forth on the Bid Form. The Bid Form is the Town's good faith estimate as to projected work to be undertaken, reflecting estimated hours, estimated quantities and part/materials. The work set forth in subparagraph 3C is not a separate line item, and bidders will be paid for this work pursuant to amounts set forth on Bid Form. Bidders shall not leave any blanks on the Bid Form respecting amounts. If there is no cost for any service, then a Bidder shall inert "zero" on the line item.

B. Supplemental Documentation & Opportunity for Discussion. After opening bids and prior to award, Town may require bidder(s) to submit documentation or the Town may initiate discussions with any and all bidders should the Town seek to determine bidders' qualifications, ability to perform and clarification of submissions. A scheduling of such meeting shall be solely within the discretion of the Town, requiring mandatory appearance by the vendor.

C. Qualifications/General Abilities, **Questionnaire-Narrative**. Each bidder must have the ability to provide the services required by the Town, without exception, including but not limited to experience, licensure, equipment, personnel, and the like. Bidders shall have sufficient personnel available to service the contract for full contract term/duration. Bidders shall attach to their BID FORM a **Questionnaire-Narrative** showing sufficient detail evidencing its expertise for the services required, and that it has sufficient equipment and personnel. Bidders are to include references and work experience sufficient to demonstrate that the bidder/vendor has the experience and the ability to provide services for the full duration of the contract. Bids shall be clear, unambiguous, and professional in appearance. **Questionnaire-Narrative** shall demonstrate prior experience, familiarity of the within service, sufficient equipment, references in providing the same services to other customers, financial stability and the like.

7A. Exceptions, Deviations with Bid Documents. No bidder shall insert or include any conditions, limitations, provisos, amendments, or other changes to the within Bid Documents. Any changes made by the bidder/vendor on the Bid Form may result in the rejection of the bids.

7B. Examination of Documents. By submitting a bid, vendor represents and warrants that it has examined all Bid Documents and addenda, if any, and has brought to the

attention of the Town any variations in the Bid Documents and the actual conditions that would affect the bid.

Should a bidder believe that anything herein of Bid Documents are at variance with applicable laws, statutes, codes or regulations in any respect, or that there are errors, inconsistencies or ambiguities in Bid Documents, the bidder shall promptly notify the Town in writing.

7C. Interpretation/Addenda. To be fair to all bidders, no oral interpretation or clarification will be made to any potential bidder/vendor as to the meaning of anything in or any aspect of the Bid Documents. Request for an interpretation or clarification shall be made in writing to the Town's Purchasing Agent. The request shall be made at least three (3) business days prior to the date fixed for the opening of bids sent via personal delivery or certified mail to the Secaucus Purchasing Agent with copies to the Town Administrator and Town Clerk. With advance approval from the Purchasing Agent, requests sent via facsimile may be accepted in lieu of other transmittals. Every interpretation made will be in the form of an addendum to the Bid Documents, and notice will be provided by facsimile or e-mail to all potential bidders/vendors on record with the Town who has received the Bid Documents. All addenda issued become part of Bid Documents. Failure of the bidder/vendor to acknowledge receipt of all addenda shall not relieve the bidder/vendor from any obligation required or contained in the same.

7D. Objections to Documents. All bidders shall examine Bid Documents carefully. Any bidder who wishes to challenge the Bid Documents shall file such challenge in writing not less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Town or the award of a contract. N.J.S.A. 40A:11-13.

7E. Qualifications; Investigations. The Town will make such investigations as it deems necessary to determine the ability of a bidder to provide the services required by the within solicitation. By submitting a bid, bidder agrees to cooperate fully and furnish such information and data for this purpose. The Town reserves the right to reject any bid if investigation or review discloses that vendor is not qualified or fails to meet the minimum requirements for the services required hereunder. Failure of a vendor to cooperate fully with Town in reviewing a bid may be the basis for the rejection of its bid.

8. Notice of Award, Execution of Contract & Delivery of Documents. Within seven (7) business days of the Contract award, the successful bidder shall deliver to Town the executed Contract prepared by Town. Failure to deliver Contract in a form satisfactory to the Town and/or commence the services as required in the Bid Documents shall be cause for Town to declare the bidder non-responsive and to award the contract to a different bidder. The Contract shall incorporate all terms, conditions and requirements set forth in the within contract solicitation package, and contractor shall sign contract, as provided for herein.

9. Indemnification. To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless Town, its Mayor and Council Members, administrators, officers, employees and agents (collectively, the “Indemnified Parties” and individually, an “Indemnified Party”) from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys’ fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or non-performance of services or other obligations under Contract.

10. Payments for Services; No Minimum Work Inferred.

A. Payments to Contractor will be made in accordance with the rates/prices set forth in the Bid Form and/or Contract. Contractors shall comply with the Town’s standard payment procedures. Payments to Contractor will be made upon the submission, processing and approval of properly completed vouchers. Requests for payment shall be submitted to the Town Administrator, Purchasing Agent or Town designee. Town reserves the right to demand as much detail, information or documents as it deems necessary to verify accuracy of any payment requested, prior to payment. If Contractor fails to perform or provide the services in strict accordance with the bid documents and/or Contract, Town may deduct or retain from monies due, or which may become due to the successful bidder/vendor, or its assignee, such sum sufficient to pay the damages Town may suffer or shall be obliged to pay to remedy such failure or default. When requesting payment, Contractor shall not insert taxes, since the Town is exempt.

B. Nothing herein contained shall suggest or infer the amount of work to be performed hereunder. No minimum work or payment is suggested, inferred, implied or guaranteed. Estimates of the scope of contract in Bid Documents including Bid Form are based upon Town’s good faith estimates.

C. Vendor shall submit its itemized bill for payment for the work set forth in subparagraph 3C after each piece of apparatus is returned and installed at the Town facility. Requests may be submitted as each apparatus is installed, and vendor need not wait for the completion and installation of all such apparatuses, except if the Town determines that it is more cost effective to have the equipment delivered to the Town at the same time.

11. Default of the Contract by Contractor. It shall be a default of Contract, and the Town may, upon notice as set forth below, terminate the Contract, in whole or in part, upon the occurrence of any one or more of the following events:

a) Contractor fails to commence this contract within the time specified in the Contract and Bid Documents or sign contract within time set forth.

- b) Contractor fails to supply sufficient skilled and licensed workmen or suitable parts, equipment or tools to perform the Services in accordance with the Contract or Bid Documents.
- c) Contractor fails to fully and properly, in a good and workmanlike manner, and in accordance with all laws, regulations, codes and ordinances, perform its obligations in accordance with the Contract or Bid Documents.
- d) Contractor discontinues or abandons, in whole or in part, its performance hereunder.
- e) Contractor becomes insolvent, is adjudged bankrupt, or commits any act of bankruptcy or insolvency, including the voluntary filing of a petition for bankruptcy protection, or in the event an involuntary petition for bankruptcy is filed against the Contractor, the involuntary petition is not discharged within 90 days; or, if a trustee or receiver is appointed for the Contractor or any of the Contractor's property.
- f) Contractor fails to comply with any reasonable directive of the Town, which directive is reasonably issued in accordance with the Contract or Bid Documents.
- g) Contractor fails to comply in any way with any of the terms and obligations set forth in the Contract or Bid Documents.
- h) **Attorney Fees & Costs.** In the event that the Town retains an attorney to file a civil action in a New Jersey Court of competent jurisdiction to (i) enforce any term, condition, provision hereof, (ii) seek damages, or (iii) seek redress for any violation or breach hereof, Town shall be paid its reasonable attorney fees and costs, provided that notice was given to Contractor of its intent to file a civil action and agreement could not be achieved within seven (7) days of such notice, and Town prevails at trial or the matter is resolved in Town's favor through out-of-court settlement.

12. Notice & Termination By Town. When any of the above defaults exist, the Town may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety, if any, three (3) days written notice, terminate the Contract. If the Contractor abandons the Services, the Town shall be under no obligation whatsoever to give notice prior to terminating the Contract.

13. INSURANCE. Contractor shall, at its own cost and expense, maintain without interruption and keep in full force and effect a policy or policies of comprehensive general business liability insurance covering all activities and the work set forth in these Bid Documents. Such policies shall cover losses and claims for any and all damages and other injuries or damages that would be caused by Contractor performing pursuant to these Bid Documents. Said insurance policies shall provide the MINIMUM coverage of three million dollars (\$3,000,000) for any single injury or death and five million dollars (\$5,000,000) aggregate for injury death; and five hundred thousand dollars (\$500,000) for

property damage. All such insurance policy or policies shall specifically name "Town of Secaucus" as an additional insured and a Certificate of Insurance shall be issued by the insurance carrier(s) to Town of Secaucus. Contractor shall have workers' compensation insurance. All insurance carriers selected by Contractor shall be licensed to do business in the State of New Jersey and shall be solvent and creditworthy. Contractor shall provide Town of Secaucus with current Certificates of Insurance evidencing compliance with this Paragraph. If Contractor fails to purchase and provide proof of such insurance, it shall be deemed to be a material breach of Bid Documents and this contract. Contractor shall specifically authorize the applicable insurance carriers to notify Town of Secaucus of any gap in insurance coverage, default in payment, late payments, notices of cancellation, and the like. Contractor shall indemnify Town of Secaucus from any liability resulting from any damages caused by the work, services and performance of Contractor, including reasonable attorney fees, except if the conduct or actions of the Town of Secaucus are deemed grossly negligent or willful.

14. Secaucus Pay to Play Ordinance (Chapter 26 of the Code of the Town Of Secaucus). Chapter 26 of the Code of the Town of Secaucus (Pay To Play Reform Ordinance) prohibits any person, vendor, business, organization, association, entity, professional business entity or the like from entering into any contract or agreement with the Town of Secaucus to provide any goods or services, including professional services, without first reviewing said Chapter and attesting to full compliance with said Chapter, and further attesting to the fact that such person, or his/her business, organization, association, entity, professional business entity or the like is not and would not be in violation of said Chapter by entering into a contract with Town. A copy of the said Chapter is annexed hereto and available on Official website of Town of Secaucus (<http://www.secaucusnj.org/>).

All bidders shall provide an executed Affidavit attesting to compliance with said Chapter, which Affidavit is annexed hereto.

15. Affirmative Action Requirements.

Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The bidder/vendor agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful bidder/vendor will submit (1) evidence that the bidder/vendor is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

Mandatory Affirmative Action Language

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, 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 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 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 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: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) 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.

16. Americans With Disabilities Act Of 1990.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder/vendor agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"). The bidder/vendor agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II 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 a all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town 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 Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, 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 Town grievance procedure, the Contractor agrees to abide by any

decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town 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 Town or any of its agents, servants, and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Town or its representatives.

It is expressly agreed and understood that all approvals by Town for services provided by Contractor pursuant to Contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless Town pursuant to this Section.

It is further agreed and understood that the Town 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 the contract. 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 the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

17. New Jersey Business Registration Requirements.

The bidder/vendor shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The bidder/vendor shall submit a copy of its business registration certificate with its bid. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration law go to: <http://www.state.nj.us/njbusiness/registration/>.

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The contractor shall provide written notice to its subcontractors, if subcontracting is applicable, of the responsibility to submit proof of business registration to the contractor.

Before any payment is made by Town, contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

18. Public Works Contractor Registration Form.

All bidders shall be in compliance and affirm its compliance with all laws referenced in the attached Public Works Contractor Registration Form by submitting the same with its bid submission.

19. Miscellaneous Provisions.

A. Should this bid solicitation fail to include any federal, state or local law, regulation, requirement or the like which is required for Contractor to comply based upon nature of this contract and Town being a governmental entity, such failure shall not excuse Contractor's obligation to comply.

B. Mistakes on Bid Form. If there is a mistake on the Bid Form wherein the words differ than the numerical insertions, then the words shall be controlling. Errors in calculations may be the cause to reject to reject a bid; errors will only be "fixed" in the Town's uncontrolled judgment and discretion.

C. Waiver of Defects; Rejection of Bids. The Town reserves the right to waive any minor irregularities or deficiencies in any submission. The Town reserves the right to reject any and all bids if the Town deems the bids are too high as to total cost or if the Town believes that any line items on the Bid Form are too high. Submission of unbalanced bids may be the cause of rejection of a bid. Town reserves the right to reject any and all bids if it believes it is in the best interest of the Town to do so.

D. Entire Contract. The terms, conditions and provisions set forth in bid documents and Contract shall reflect the full understanding of the parties. There shall be no other

enforceable terms, conditions or provisions with respect to Contract not contained therein. The Contract shall not be amended, altered, revised or changed except upon written agreement between the parties.

E. Severability; Jurisdiction. Should a court of competent jurisdiction determine that any sentence, paragraph, provision or portion of the Contract is improper or unenforceable, such determination shall not affect the remaining portions thereof. This Contract shall be subject to the laws of the State of New Jersey.

F. Organization, etc. The headings, order, organization, paragraph arrangement, underscoring, numbering, font size, font boldness, page layout and the like of Contract Solicitation Documents are intended merely to outline the provisions hereof, and not limit the application of any term or provision; each and every sentence hereof, regardless of placement, shall be enforceable. If there is any conflict with the meaning of any provision herein, the provision more favorable to the Town shall prevail. Any spelling mistake, typographical error, calculation error by the Town or error in numbering paragraphs and the like shall not affect intent of Contract Solicitation Documents. It shall have no impact upon the meaning of any portion of this Lease if a word or phrase is written in the singular form versus the plural form, or vice versa.

BID CHECKLIST

Bidders shall initial next to each number below corresponding with the information or document referenced on its respective line to indicate that the document or information has been submitted, if required, or has been considered prior to submitting its bid.

- 1. _____ Bid Checklist
- 2. _____ Bid Form
- 3. _____ Legal Notice and information relating to bids, specifications, etc.
 (pages 1-18)
- 4. _____ Affidavit of Non-Collusion
- 5. _____ Affidavit and Questionnaire-Narrative of Bidder's Experience
 and Financial Responsibility, and other information
- 6. _____ Statement of Ownership of Corporation or Partnership
- 7. _____ Business Registration Certificate issued by the New Jersey
 Department of Treasury, pursuant to N.J.S.A. 52:32-44(1)(b)
 (P.L. 2004, c. 57)
- 8. _____ Public Works Contractor Registration Form

(Contractor) (seal)

BY: _____
(Authorized Signature)

(Printed Name and Title)

BID FORM – 3 pages

Bidders must sign pages 2 & 3 of this three page Bid Form

**DESIGNATION OF REPAIR & MAINTENANCE SERVICE CONTRACTOR FOR VARIOUS
SECAUCUS PUMP STATIONS AND EQUIPMENT (PLUS PARTS & MATERIALS)**

(Bidder/Contractor)

(Phone Number)

(Facsimile Number)

(Mailing Address)

(e-mail address)

(Cellular Phone Number)

The undersigned Bidder agrees to perform the services of Bid Documents in strict conformity and compliance with all Bid Documents without exception for the prices set forth on this Bid Form. The Bidder represents that it has read and understands all the Bid Documents and that it has duly considered all information contained therein, and is qualified to perform. Submission of a Bid affirms and certifies the bidder's representation that if awarded the contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the Bid Documents or lack of information concerning same.

As per paragraph 3M, the estimated scope of this contract is:

Routine Service/Maintenance	150	Hours
Normal Repair Maintenance	500	Hours
Licensed Electrician	50	Hours
Emergency Repair Hours	100	Hours
Equipment Travel Time	30	Hours
Repairs at hourly "shop rate"	100	Hours
Per diem usage electrical generators for bypass pumping (usages)	5	Hours
Per diem usage hoist equipment (usages)	10	Hours

Estimated parts/equipment/materials: \$35,000 subject to Contractor's mark-up fee

Bidder's Calculations:

Bidders must set forth amounts on all lines.

Total per line item

- 1) Routine Service/Maintenance of estimated 150 hours
at \$_____ per hour = 1) \$_____
(in words per hour: _____)
- 2) Normal Repair Maintenance of 500 hours at \$_____ per hour = 2) \$_____
(in words per hour: _____)
- 3) Licensed Electrician 50 hours at \$_____ per hour = 3) \$_____

(in words per hour: _____)

4) Emergency Repair Hours 100 hours at \$_____ per hour =
(in words per hour: _____)

4) \$_____

5) Equipment Travel Time 30 hours at \$_____ per hour =
(in words per hour: _____)

5) \$_____

6) Repairs at hourly "shop rate" 100 hours at \$_____ per hour =
(in words per hour: _____)

6) \$_____

7) Per diem usage electrical generators for bypass pumping
(per usage) for 5 usages at \$_____ per usage:
(in words per usage: _____)

7) \$_____

8) Per diem usage hoist equipment (per usage) for 10 usages
at \$_____ per usage=
(in words per usage: _____)

8) \$_____

AND

9) Mark-up fee percentage of _____% percentage in words:
_____ for estimated parts/
equipment/materials: Mark-up cost of said \$35,000 subject to
Contractor's mark-up fee is: \$_____.
(total cost of mark-up fee in words: _____
_____)

9) \$_____

insert only percentage mark-up fee and calculate percentage times said
\$35,000 estimate at column on the right. (do not include the base amount
of \$35,000 in line 9 amount)

TOTAL BID (items 1-9):

\$_____
TOTAL BID

TOTAL BID IN WORDS: _____

_____.

******BIDDER MUST SIGN THIS PAGE HERE:**

Signature of bidder required

The bidder states that it has received the following Addenda, Notices or Revisions to the BID Documents and has given them due consideration in the preparation of its bid:

Addendum No., Title of Notice or
Title of Revision

Date Received

Witness:

_____(seal)
(Contractor)

(Signature)

By:

(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

**STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL
ABILITY & QUESTIONNAIRE
DESIGNATION OF REPAIR & MAINTENANCE SERVICE CONTRACTOR FOR VARIOUS
SECAUCUS PUMP STATIONS AND EQUIPMENT (PLUS PARTS & MATERIALS)**

AFFIDAVIT

STATE OF NEW JERSEY }
 } SS:
COUNTY OF HUDSON }

I, _____, am the _____ (Name of Affiant) (Identify Relationship to Bidder) of _____ (Name of Bidder) and being duly sworn, I depose and say:

1. All of the answers set forth in the attached Questionnaire-Narrative are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire-Narrative are given by me for the express purpose of inducing the Town of Secaucus ("Town"), to award the Contract to _____ (Name of Bidder).
3. I understand and agree that the Town will rely upon the information provided in the Questionnaire-Narrative in determining the lowest responsible bidder to be awarded the contract, and is qualified to perform Contract pursuant to Bid Documents.
4. I also understand and agree that the Town may reject the bid in the event that the answer to any of the foregoing questions is false or misleading.
5. I do hereby authorize the Town to inquire about or to investigate the answer to any question provided in the Questionnaire-Narrative, and I further authorize any person or organization that has knowledge of the facts supplied, or which should have been supplied, in the Questionnaire to furnish the Town with any information necessary to verify the answers given.

(Signature of Affiant)

(Printed Name)

Subscribed and sworn to before me this _____ day of _____ 20__.

(Title)

NOTARY PUBLIC

QUESTIONNAIRE-NARRATIVE

This Questionnaire-Narrative must be completed and submitted as part of the Bid. Failure to complete this form or to provide any of the information required herein may result in rejection of the Bid.

1. How many years has the bidder been engaged in the business of providing the services and work requested by the BID Documents under the present name? How long has the bidder been licensed to perform said services?

2. List any other names under which the bidder, its partners or officers have conducted business in the past three (3) years.

3. List a minimum of five (5) public and/or private contracts which the bidder, its partners or officers are now performing actively. Include names, addresses and contact information as to each.

4. Has the bidder, its partners or officers failed to perform any contract in the past three (3) years? If the answer is "Yes", state when, where and why. A complete explanation is required.

5. Is the bidder a party to any bankruptcy, liquidation, receivership, or insolvency proceeding?

6. Is the bidder a party to any mediation, arbitration or legal action relative to any contract to which the bidder was a party? If so, please set forth all pertinent details.

(use additional sheets if necessary, or set forth in narrative below)

BIDDERS SHALL, PURSUANT TO PARAGRAPH 6C PROVIDE ADDITIONAL INFORMATION IN THE FORM OF A **NARRATIVE WHICH DEMONSTRATES ITS ABILITY TO PERFORM THIS CONTRACT.**

Narrative continued:

STATEMENT OF OWNERSHIP OF CORPORATION OR PARTNERSHIP

New Jersey law, N.J.S.A. 52:25-24.2, provides that no corporation or partnership shall be awarded any state, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more of such stockholders or partners is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria established in this act has been listed.

This statement must be completed and submitted simultaneously with the bid.

In the case of corporate or partnership stockholders, continue the disclosure on extra sheets until all required individual stockholders or partners are disclosed.

- (1) Names and addresses of all stockholders in _____, a corporation, who own ten percent (10%) or more of its stock of any class are:

Names:

Addresses:

- (2) Names and addresses of all partners of _____, a partnership, owning an interest therein of ten percent (10%) or greater are:

Names:

Addresses:

- (3) Continued information on stockholders or partnerships that are themselves corporations or partnerships (Use extra sheets if necessary and attach).

WITNESS:

_____ (seal)
(Contractor)

(Signature)

By: _____
(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, P.L. 1999, Ch. 238 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

“Contractor means 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, “P.L.1963, c.150 (C.34:11-56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor as defined herein.”

1. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance at the time proposals are received by the public entity.
2. All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
3. Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.
4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor must submit to the public entity copies of certifications of all listed sub-contractors.
6. Prior to the work being performed by non-listed subcontractors, the contractor must submit to the public entity copies of certifications of all non-listed subcontractors.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn
before me this ____ day
of _____ 20 ____.

Notary Public of _____
My Commission Expires _____, 20 ____.

Signature

Name and Title
(Type or Print)