

00305 BID SHEET (Including Terms and Conditions Applicable to the Proposal)

Contract No. A976 FURNISH AND DELIVER OUTDOOR INSTRUMENT ENCLOSURES AND  
BASE EXTENSIONS FOR A TWO (2) YEAR PERIOD

Name of Bidder: Signal Control Products, Inc

Business Name: Signal Control Products, Inc

Mailing Address: 199 Evans Way  
(Mailing Address must include Street Address)  
Branchburg, NJ 08876

Telephone No.: 908-231-1133 Fax No.: [REDACTED]

Tax ID No.: [REDACTED]

- A. Pursuant to and in compliance with the Proposal, Invitation to Bid and the Instructions to the Bidders relating thereto, the vendor shall furnish and deliver the items listed on the bid to the PVSC Treatment Plant, Newark, NJ, for all expenses incurred in the performance of the work, for all risk and liabilities in connection with the work, and in accordance with all the terms of the Specification, (Appendix 3) and PVSC Drawing PE-2431 (Appendix 4) and this contract for the unit prices as shown below.

**Items Bid:**

Item 1: Outdoor Instrument Enclosure (Minimum of 10)	Extended Price
Unit Price <u>5,204.00</u> each      Delivery Period <u>45</u> calendar days	\$ <u>52,040.00</u>
<b>Item 2: 36 Inch Base Extension (Minimum of 2)</b>	
Unit Price <u>1,656.00</u> each      Delivery Period <u>45</u> calendar days	\$ <u>3,312.00</u>
<b>Item 3: 24 Inch Base Extension (Minimum of 8)</b>	
Unit Price <u>1,692.00</u> each      Delivery Period <u>45</u> calendar days	\$ <u>13,536.00</u>
<b>Total Bid Price, Items 1-3 (for Minimum Quantities listed)</b>	\$ <u>68,888.00</u>

NOTE: The delivery period must be completed or the bid will be considered non-responsive.

The term of this contract is a two (2) year period from date of Notice to Proceed. All prices shall hold firm, and not be subject to increase during the term of the contract. **Contract will be awarded to lowest responsible bidder.**

- B. All prices are exclusive of N. J. State and Federal Taxes. The Passaic Valley Sewerage Commission is exempt from the New Jersey Sales and Use Taxes, pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.). Prices shall be net including all transportation charges fully prepaid by the vendor F.O.B. Passaic Valley Sewerage Commission.

- C. The Commission does not warrant any minimum or maximum quantities, and no minimum delivery dollar amount shall be acceptable. Material will be ordered as needed, and the vendor will only be paid for the actual material delivered at the appropriate bid prices.
- D. The Commission reserves the right to make no award and reject all bids pursuant to the Local Public Contracts Law.
- E. No exceptions will be permitted to the terms and conditions of the contract. Terms and conditions are in accordance with N. J. Laws for Public Bidding and the policies of the Passaic Valley Sewerage Commission. Any bids that include exceptions to the terms and conditions will be considered non-responsive and will be rejected.
- F. If the Bidder intends to offer alternatives to the materials, equipment and/or services specified, then it is mandatory that the Bidders list and explain in detail any and all such exceptions to the specifications on the attached "Bidders Exception" sheet, and shall submit the sheet with his bid. If the exception involves material or equipment, the Bidder shall also include technical data to show that the exception is equal to or better than those specified. It is understood that if no exception is listed on the "Bidders Exceptions" sheet, the Bidder shall supply all the materials, equipment and/or services exactly as prescribed and shall return the "Bidders Exception" sheet marked "NONE".
- G. In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractors bid submissions (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern, the agreement between PVSC and the Contractor.
- H. Upon notification of an order from the PVSC, the vendor guarantees that the items he bid on will be delivered or the services will be furnished within the specified days on the bid from said notification, unless prevented by strike or strikers which prevents delivery of materials or service. Should any order or orders be unfilled as of the agreed delivery date, the buyer reserves the right, upon notification to seller, to cancel this order or orders either in whole or in part without liability to the buyer other than for payments for that portion off order or orders already delivered and accepted. The Commission reserves the right to seek any redress for damages under the Default article of the contract.
- I. After delivery and acceptance by the PVSC the vendor shall submit a bill for the items delivered, and the Commission at their next scheduled monthly meeting will pay the amount due. All exceptions contained in N.J.S.A. 2A:30A-2(a) shall apply solely for the benefit of PVSC.

To assure timely payment, bills must be received by the PVSC Plant Engineering Department not less than eighteen (18) days prior to the Commission's meeting date. (Meeting dates will be provided by PVSC.)

- J. Any spillage caused by the Vendor, his subcontractor, his suppliers or his equipment while on PVSC property, shall be the Vendor's responsibility to properly clean up at the Vendor's expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation.
- K. All hazardous material whether sold, delivered, and/or used to perform a service on the P.V.S.C. site, shall be properly labeled in accordance with the New Jersey Worker and Community Right to Know Act (P.L. 1983, C315, N.J.S.A. 34:5A-1 et seq.). The bidder shall include with his bid proposal the Material Safety Data Sheets, for all the products that he intends to deliver to the PVSC under this bid. The vendor shall comply with these terms otherwise his bid will be disqualified.

Hazardous materials not complying with this act will cause the P.V.S.C. to reject shipments or deny the use of such materials on its site. The vendor shall be responsible for any cost incurred for materials found not to be in compliance with the act. The P.V.S.C. will make the sole determination if this act is being violated, and the vendor shall abide by this decision. Violation of this act may be considered an abandonment of the contract, and the Commission may seek redress under the Default Article of the contract.

- L. Providing a vendor is awarded a contract or any part thereof, he shall provide the Passaic Valley Sewerage Commission with a Certificate of Insurance indicating coverage for the following: General Liability Insurance; Automobile Insurance; Workmen's Compensation. These certificates of insurance shall exist for

the term of contract.

- M. Prevailing wage rates in accordance with the New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.27 will not apply or be applicable to this contract if an appendix from the New Jersey Department of Labor which includes the "Prevailing Wage Rate Determination", listing the prevailing wage levels is not attached to the contract.

N. Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

- O. **Proposals shall be enclosed in opaque sealed envelopes, addressed to Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, New Jersey 07105, with the name and address of the bidder plainly marked upon the outside thereof. (If forwarded by preferably registered mail, the sealed envelope containing the proposal, marked as directed above must be enclosed in another envelope addressed as specified in the Proposal.) The outside envelope containing the bids must clearly identify the bid number, contract name and bid opening date. Failure to properly identify the contents may result in the bid being rejected.**
- P. The Commission reserves the right to award this contract on a per item basis, or in total, or they may accept any alternative that they deem to be in their best interest, or they may reject all bids pursuant to the Local Public Contracts Law.