

County of Mercer

McDade Administration Building, 640 South Broad Street,
P.O. Box 8068, Trenton, NJ 08650-0068

SPECIFICATIONS FOR BID FOR JANITORIAL SERVICES FOR THE MERCER COUNTY PARK COMMISSION FOR A PERIOD OF TWO (2) YEARS



To Be Received
March 9, 2017

Prepared By:
Department of Purchasing

AB2016-35

COUNTY OF MERCER BIDDER'S CHECKLIST

REQUIRED BY OWNER	Submission Requirement (If Checked)	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	New Jersey Business Registration (prior to award of contract)	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addendum	
<input checked="" type="checkbox"/>	Affirmative Action Regulations Questionnaire	
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action (Employee Information Certificate) must be provided prior to Contract Award	
<input checked="" type="checkbox"/>	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)	
<input checked="" type="checkbox"/>	Consent of Surety (Certificate from Surety company)	
<input checked="" type="checkbox"/>	Performance Bond (Required from the Awarded Contractor)	
<input checked="" type="checkbox"/>	Read: Americans with Disability Act of 1990 Language	
<input checked="" type="checkbox"/>	Iran Certification	
<input checked="" type="checkbox"/>	Complete and sign Executive Order 98-1	
<input checked="" type="checkbox"/>	Continuity of Operation Procedure	
<input checked="" type="checkbox"/>	Insurance and Indemnification Certificate	
<input checked="" type="checkbox"/>	Exceptions	
<input checked="" type="checkbox"/>	Signed Proposal	
<input checked="" type="checkbox"/>	One Original and One Copy of the Complete Bid Package	
<input checked="" type="checkbox"/>	References (Three references of similar scope)	

This Bidders Checklist is provided for bidder's use in assuring compliance with all required documentation.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

NOTICE TO BIDDERS

Notice is hereby given that on March 9, 2017 at 11:00 **AM** (Prevailing time), sealed bids will be opened and read in public by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 321, Trenton, New Jersey for:

JANITORIAL CLEANING SERVICES FOR THE MERCER COUNTY PARK COMMISSION FOR A PERIOD OF TWO (2) YEARS AB2016-35

Specifications and instructions to bidders may be obtained at the Purchasing Office or on the County website at <http://nj.gov/counties/mercerc/procurement/bidsopp.html>

Bids shall be delivered in sealed envelopes and addressed to The Mercer County Purchasing Department, Room #321, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068.

Express and overnight mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 321, Trenton, New Jersey 08611.

NOTE:

The United States Postal Service does not deliver priority or overnight mail directly to the County of Mercer's physical address. If a bidder chooses to use the United States Postal Service, it is the bidder's responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.

Bid Addenda will be issued on the website for bids issued online; therefore, all interested respondents shall check the website from now through the bid opening.

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

COUNTY OF MERCER, NEW JERSEY
Purchasing Department
609 989 6710
AB2016-35

REGISTER TO DO BUSINESS WITH THE COUNTY OF MERCER

A weekly e-notification is sent to all vendors currently registered with the County of Mercer, directing them to bidding opportunities on the County Procurement website.

REGISTER AT:

<https://secure.jofform.com/form/2760607202>

INSURANCE REQUIREMENTS

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

In all cases where a Certificate of Insurance is required, the County of Mercer and Mercer County Park Commission (if applicable) is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. The language shall state the following:

"The County of Mercer and Mercer County Park Commission (if awarded through the Park Commission) named as additional insured."

INSTRUCTIONS TO BIDDERS

In the event that an EXCEL spreadsheet is posted on our website, please submit the EXCEL Spreadsheet on CD and include hard copy proposal with bid. The detailed form of proposal is found on the County of Mercer website, at: <http://nj.gov/counties/mercerc/business/purchasing/bidsopp.html> Bidders shall not modify the format of the spreadsheet. Do not convert the Spreadsheet to Portable Document Format (PDF) or change the format. Bidders shall also include with their bid response, a printed copy of the completed spreadsheet.

Bidders may submit a complete copy of their bid on CD.

BIDDERS MUST INCLUDE WITH THEIR BID RESPONSE, A PRINTED COPY OF THE COMPLETED BID AND SPREADSHEET. THE HARD COPY BID AND PROPOSAL IN THE BID DOCUMENT PREVAILS.

SPECIFICATIONS FOR JANITORIAL CLEANING SERVICES FOR THE MERCER COUNTY PARK COMMISSION FOR PERIOD OF TWO (2) YEARS AT THE FOLLOWING LOCATIONS

The Howell Living History Farm: Pete Watson (609) 737.3299

Mercer County Wildlife Center: Diane Nickerson (609) 883.6606

Historic Hunt House Contact Person: Joe Pizza (609) 303.0709

Recreation and Events Center, Mercer County Park: Jim Haggerty (609) 448.7107

Park Ranger Headquarters, Mercer County Park: David Buxton (609) 303-0705

INTENT

The County of Mercer is soliciting bids for the provision of Janitorial Services at various locations for the Mercer County Park Commission. It is the intention of the Mercer County Park Commission to award a two year contract to one vendor for all locations. Bidders shall provide a cost per square foot for each facility and the low bidder for all locations shall be awarded the contract. Detailed specifications and requirements are contained in the Statement of Work for each location. Please note services shall be performed in accordance with the specifications and schedule referenced for each site. Site visits are encouraged and shall be arranged by the facility contact listed below. The County of Mercer Park Commission reserves the right to modify schedules as required. Respondents shall have three years' experience providing janitorial services.

LOCATIONS:

Howell Living History Farm, 70 Woodens Lane, Lambertville, NJ 08530;

Mercer County Wildlife Center, 1748 River Road, Titusville, New Jersey 08560;

Mercer County Hunt House, 197 Blackwell Road, Pennington, New Jersey 08534;

Mercer County Recreation and Events Center, MCP, 1638 Old Trenton Road, West Windsor, NJ 08550

Park Ranger Headquarters – MCP, 334 South Post Road, West Windsor, NJ 08550

The Contractor shall be responsible to provide all labor and equipment as stated in the specifications for each location. The contractor shall furnish cleaning supplies if stated (glass cleaner, disinfectant, polish, etc.); operational materials and equipment (buffer, brooms, vacuum cleaners, mops, trash liners, buckets, etc.); and shall supply all labor. The contractor is responsible for supervision of contractor employees, and for performing service requirements and specifications at the frequency specified.

PAPER PRODUCTS AND CLEANING SUPPLIES

All **paper products** are supplied by **Howell Living History Farm** and **the Mercer County Wildlife Center**. All **Cleaning supplies** are to be provided by the awarded vendor for **Howell Farm** and **Wildlife Center**.

All **cleaning supplies and paper products** must be supplied by the awarded vendor for the **Hunt House, the Park Ranger Headquarters, and the Mercer County Recreation and Events Center**.

All **soap** is to be supplied by the awarded vendor at all the Park Commission locations

HOWELL LIVING FARM REQUIRES: CLEANING SUPPLIES

MERCER COUNTY WILDLIFE CENTER REQUIRES: CLEANING SUPPLIES

HISTORIC HUNT HOUSE REQUIRES: CLEANING SUPPLIES AND PAPER PRODUCTS

RECREATION AND EVENTS CENTER REQUIRES: CLEANING SUPPLIES AND PAPER PRODUCTS

PARK RANGER HEADQUARTERS REQUIRES: CLEANING SUPPLIES AND PAPER PRODUCTS

Contracted employees are required to sign in and out at a centralized location at each facility on a sign-in sheet provided by the Mercer County Park Commission. The Park Commission will determine where the sign-in sheet shall be located at all times. The awarded contractor must perform a Criminal Background Check on each potential employee and provide reports to the County Designee. A Park Commission Ranger will make rounds to the facilities for security clearance.

If property damage resulting from contractors negligence has to be repaired and/or replaced by the county; the expense for such work will be deducted from the monies due to the contractor.

Please refer to the schematics for each facility located at the end of this document. Please note, schematics for the Mercer County Recreation and Events Center are not included.

NATURAL PRODUCTS

The County of Mercer prefers that the Contractor utilize green cleaning supplies. Products must not cause harm to animal or humans. Samples of cleaning products shall be provided upon request.

Preferred products:

- **100% natural ingredients**
- **Non-toxic formulations**
- **Biodegradable formulations**
- **No animal testing**
- **Full ingredient disclosure**

CONTRACT ADMINISTRATION

The County and awarded contractor shall agree to schedule a contract kick-off meeting to familiarize personnel with the terms and conditions of the contract.

**STATEMENT OF WORK FOR JANITORIAL CLEANING SERVICES
FOR THE HOWELL LIVING HISTORY FARM
A SITE VISIT MAY BE SCHEDULED BY CONTACTING
GARY HOUGHTON AT (609) 737.3299**

Janitorial Services shall be provided at The Howell Living History Farm for an area of approximately 3,000 square feet in the main building. Services for the barn wing are for eight glass doors only; surface area of glass is 104 sq. ft.

SCHEDULE OF SERVICES: Cleaning Services are required as per the following schedule since service needs vary by season. Services are not required on County Holidays.

Daily cleaning requirements are as follows:

DAY	TIME WINDOW OF SERVICE	AREAS TO CLEAN
MONDAY	11:30 – 2:30 P.M.	All Areas
TUESDAY	3:00 – 5:30 P.M.	All areas except Barn & Offices
WEDNESDAY	3:00 – 5:30 P.M.	All Areas
THURSDAY	3:00 – 5:30 P.M.	All Areas
FRIDAY	3:00 – 5:30 P.M.	All Areas
SATURDAY	4:00 – 6:00 P.M.	All areas except Offices

CLEANING CONTRACT SERVICE DATES 2017-2019 AT THE HOWELL LIVING HISTORY FARM

- January 16- March 31, 2017 Service Monday – Friday
- April 1- December 2, 2017 Service Monday - Saturday
- December 3- January 13, 2018 Service Wednesday only
- January 15- March 31, 2018 Service Monday –Friday
- April 1- December 1, 2018 Service Monday - Friday
- December 4- January 13, 2019 Service Wednesday only

**SPECIFICATIONS FOR JANITORIAL CLEANING SERVICES
AT THE HOWELL LIVING HISTORY FARM**

**REQUIREMENTS FOR MAIN BUILDING, INCLUDING LOBBY, BATHROOMS, CLASSROOM, KITCHEN,
OFFICES (REFER TO SCHEDULE ON PREVIOUS PAGE)**

1. Empty all wastebaskets, supply and replace trash liners as required. Supply trash bags and haul trash to designated waste bins.
2. Vacuum all carpets, rugs and mats, and spot clean any and all stains.
3. Dust mop lobby with approved chemically treated dust free implements. Clean door thresholds. Damp mop as needed to remove any stains and scuff marks.
4. Clean all interior doors, door frames and partitions to remove all fingerprints, smudges and dirt. Dust top of lobby display case.
5. Wipe down all entrance and exit doors, door frames and signage, to remove all fingerprints, smudges and dirt.
6. Clean all sinks, toilet bowls and urinals using a germicidal disinfectant solution and wet mop bathrooms.
7. Clean and disinfect wall tile, shower stalls, and lavatory partitions as needed, paying special attention to areas under soap and paper towel dispensers.
8. Fill toilet tissue holders, soap dispensers and paper towel dispensers. All **paper products** to be supplied by **Howell Living History Farm**.
9. Wet mop classroom and coffee room floors. Wipe down all countertops, appliances and tables, clean and wash sinks. Machine scrub floor.
10. Strip and wax all vinyl floors **ANNUALLY** with six (6) coats of wax.
11. Machine buff all vinyl floors **THREE (3) TIMES PER WEEK** (M, W, F).
12. Clean and shampoo all carpets, rugs and mats **SEMI-ANNUALLY**.
13. Clean all windows inside and outside **ANNUALLY**.
14. Dust windowsills, walls, baseboards, HVAC grills, and light fixtures **EVERY FRIDAY**.
15. Dust reception area furniture (including information counter, display case and shelves, monitor); also, desks (in office area) **EVERY OTHER DAY**.

**SPECIFICATIONS FOR JANITORIAL CLEANING SERVICES
AT HOWELL LIVING HISTORY FARM CONT'D**

16. Clean with damp cloth **MONTHLY**: lobby walls, beams, light fixtures and moldings.

17. Wash and wax wood floor in lobby **SEMI-ANNUALLY**.

REQUIREMENTS FOR BARN WING

1. Clean all glass doors (8) inside and outside **WEEKLY**. (Windows above the doors are not included.)

THE SUCCESSFUL BIDDER SHALL PROVIDE ALL LABOR, MATERIALS (I.E. TRASH LINERS, FLOOR CLEANER, BOWL CLEANER, ETC. WITH THE EXCEPTION OF TOILET PAPER AND PAPER TOWELS) AND THE SUPERVISION NECESSARY TO PERFORM THE ABOVE SERVICES.

**STATEMENT OF WORK FOR JANITORIAL CLEANING SERVICES
AT THE MERCER COUNTY WILDLIFE CENTER
A SITE VISIT MAY BE SCHEDULED BY CONTACTING
DIANE NICKERSON (609) 883.6606**

Janitorial Services shall be provided at The Mercer County Wildlife Center for an area of approximately 2,800 square feet.

SCHEDULE OF SERVICES: Cleaning Services are required as per the following schedule since service needs vary by season. Services are not required on County Holidays.

Daily cleaning requirements are as follows:

<u>MONTH</u>	<u>TIME WINDOW OF SERVICE</u>	<u>AREAS TO CLEAN</u>
APRIL – SEPTEMBER	9:00 PM – 6:00 AM.	All Areas
OCTOBER – MARCH	6:00 PM – 6:00 AM	All Area

CLEANING CONTRACT SERVICE DATES 2017-2019 AT THE MERCER COUNTY WILDLIFE CENTER

- | | |
|-------------------------------------|---|
| • April 1, 2017 - October 26, 2017 | Service - Sat, Mon, Wed, Fri |
| • October 28, 2017 - March 27, 2018 | Service – Mon & Thu only |
| • March 30, 2018 - October 25, 2018 | Service – Sat, Mon, Wed, Fri |
| • October 27, 2018 – April 2, 2019 | Service Monday & Thursday only |
| • April 6, 2019 – October 31, 2019 | Service Sat, Mon, Thurs |

**SPECIFICATIONS FOR JANITORIAL CLEANING SERVICES
AT MERCER COUNTY WILDLIFE CENTER**

REQUIREMENTS FOR BUILDING, INCLUDING LOBBY, BATHROOMS, PUBLIC EDUCATION, LIBRARY, VOLUNTEER LOUNGE, OFFICES AND HALLWAYS PATIENT CARE ROOMS ARE EXCLUDED FROM THIS SERVICE. ALL SERVICES ARE DAILY UNLESS OTHERWISE NOTED.

1. Clean all interior doors, doorframes and partitions to remove all fingerprints, smudges and dirt.
2. Wipe down all entrance and exit doors, doorframes and signage, to remove all fingerprints, smudges and dirt.
3. Clean all sinks, toilet bowls and urinals using a germicidal disinfectant solution and wet mop bathrooms.
4. Clean and disinfect wall tile, paying special attention to areas under soap and paper towel dispensers.
5. Fill toilet tissue holders, soap dispensers and paper towel dispensers. All **paper products** to be supplied by **Mercer County Wildlife Center**.
6. Wet mop lobby, public education, library, volunteer lounge, office, conference room and hallways. Wipe down all countertops, appliances and tables, clean and wash sinks.
7. Dust windowsills and walls **WEEKLY**.
8. Dust furniture, monitors and counter tops lobby, public education, library, volunteer lounge, office and conference room **WEEKLY**.
9. Machine buff all vinyl floors. **MONTHLY**.
10. Strip and wax all vinyl floors **ANNUALLY** with six (6) coats of wax.
11. Clean all windows inside **Bi-Annually**.

THE SUCCESSFUL BIDDER SHALL PROVIDE ALL LABOR, MATERIALS (I.E. TRASH LINERS, FLOOR CLEANER, BOWL CLEANER, ETC.) AND THE SUPERVISION NECESSARY TO PERFORM THE ABOVE SERVICES.

**STATEMENT OF WORK FOR JANITORIAL CLEANING SERVICES
AT THE HISTORIC HUNT HOUSE
A SITE VISIT MAY BE SCHEDULED BY CONTACTING
JOE PIZZA- (609) 303.0709**

Janitorial Services shall be provided at the Historic Hunt House for an area of approximately 4,568.00 square feet. The 1st floor is 2,430 square feet and 2nd floor is 2,138 square feet.

REQUIREMENTS FOR MAIN BUILDING (including lobby, bathrooms, conference room, kitchen, coffee room, offices)

CLEANING CONTRACT SERVICE DATES FOR 2017 - 2019 ARE REQUIRED AS STATED BELOW;

Cleaning is to be performed weekly every MONDAY, WEDNESDAY, FRIDAY.

SCHEDULE OF SERVICES: Cleaning must be performed between the hours of **5:00 P.M. and 7:30 A.M.**

1. Empty all wastebaskets, supply and replace plastic liners **3X PER WEEK (M,W,F)**. Supply plastic bags and haul trash to designated waste bins
2. Vacuum all carpets, rugs and mats, and spot clean any and all stains **3X PER WEEK (M,W,F)**.
3. Dust mop lobby with approved chemically treated dust free implements. Clean door thresholds. Damp mop to remove any stains and scuff marks **3X PER WEEK (M,W,F)**.
4. Clean all interior doors, door frames and partitions to remove all fingerprints, smudges dirt and spider webs. Damp mop hardwood floors 1x per week.
5. Wipe down all entrance and exit doors, door frames and signage to remove all fingerprints, smudges, dirt and spider webs **3X PER WEEK (M,W,F)**.
6. Clean all sinks, toilet bowls and urinals using a germicidal disinfectant solution and wet mop bathrooms **3X PER WEEK (M,W,F)**. **Machine scrub, buff floors and kitchen floors 1X PER MONTH**.
7. Clean and disinfect wall tile and lavatory partitions as needed, paying special attention to areas under soap and paper towel dispensers **3X PER WEEK (M,W,F)**.
8. Fill toilet tissue holders, soap dispensers and paper towel dispensers **3X PER WEEK (M,W,F)**. **Toilet tissue and hand towels in bathrooms supplied by janitorial service.**
9. Wet mop break room and coffee room floors Wipe down all countertops, appliances and tables, clean and wash sinks. Machine scrub and buff floor. **3X PER WEEK (M,W,F)**.
10. Strip and wax kitchen vinyl floor **1X PER MONTH**.

**SPECIFICATIONS FOR JANITORIAL CLEANING SERVICES
AT HISTORIC HUNT HOUSE CONT'D**

11. Clean and shampoo all carpets, rugs and mats **SEMI-ANNUALLY**.
12. Clean all windows inside **BI-ANNUALLY**.
13. Dust windowsills, walls and light fixtures **3X PER WEEK (M,W,F)**.
14. Dust reception area furniture (including information counter, coffee table, chairs **3X PER WEEK (M,W,F)**.
15. Clean with damp cloth: lobby walls, light fixtures and moldings **MONTHLY**.
16. All **cleaning supplies/paper products** to be supplied by the awarded vendor for the **Historic Hunt House**.

THE SUCCESSFUL BIDDER SHALL PROVIDE ALL LABOR, ALL CLEANING SUPPLIES, PAPER PRODUCTS AND THE SUPERVISION NECESSARY TO PERFORM THE ABOVE SERVICES.

**STATEMENT OF WORK FOR JANITORIAL CLEANING SERVICES
AT THE RECREATION AND EVENTS CENTER, MERCER COUNTY PARK
A SITE VISIT MAY BE SCHEDULED BY CONTACTING
JIM HAGGERTY AT (609) 448.7107**

Janitorial Services shall be provided at the Mercer County Recreation and Events Center for an area of approximately 2,200 square feet.

REQUIREMENTS FOR MAIN BUILDING (including lobby, bathrooms, conference room, offices)

**CLEANING CONTRACT SERVICE DATES FOR 2017 - 2019 ARE REQUIRED AS STATED BELOW;
CLEANING IS TO BE PERFORMED ON TUESDAY AND FRIDAY UNLESS OTHERWISE NOTED.**

SCHEDULE OF SERVICES: Cleaning must be performed between the hours of **5:00 P.M. and 7:30 A.M.**

1. Empty all wastebaskets, supply and replace plastic liners. Supply plastic bags and haul trash to designated waste bins.
2. Vacuum all carpets, rugs and mats, and spot clean any and all stains.
3. Dust and mop lobby with approved chemically treated dust free implements. Clean door thresholds. Damp mop to remove any stains and scuff marks.
4. Clean all interior doors, door frames and partitions to remove all fingerprints, smudges and dirt.
5. Wipe down all entrance and exit doors, door frames and signage, to remove all fingerprints, smudges and dirt.
6. Clean all sinks, toilet bowls and urinals using a germicidal disinfectant solution and wet mop bathrooms. Machine buff floors daily.
7. Clean and disinfect wall tile and lavatory partitions as needed, paying special attention to areas under soap and paper towel dispensers.
8. Fill toilet tissue holders, soap dispensers and paper towel dispensers.
9. Clean conference room; dust area furniture.
10. Clean and shampoo all carpets, rugs and mats **SEMI-ANNUALLY**.
11. Clean all windows inside and outside **BI-ANNUALLY**.

SPECIFICATIONS FOR JANITORIAL CLEANING SERVICES

AT RECREATION AND EVENTS CENTER, MERCER COUNTY PARK CONT'D

12. Dust windowsills, walls and light fixtures.
13. Dust reception area furniture (including information counter, shelves, and monitor); also, desks (in office area).
14. Clean with damp cloth **MONTHLY**: lobby walls, beams, light fixtures and moldings.
15. Clean all glass doors and windows inside and outside **WEEKLY**.
16. All **cleaning supplies/paper products** to be supplied by the awarded vendor for the **MERCER COUNTY RECREATION AND EVENTS CENTER**.

THE SUCCESSFUL BIDDER SHALL PROVIDE ALL LABOR, ALL CLEANING SUPPLIES, PAPER PRODUCTS AND THE SUPERVISION NECESSARY TO PERFORM THE ABOVE SERVICES.

**STATEMENT OF WORK FOR JANITORIAL CLEANING SERVICES
AT THE PARK RANGER HEADQUARTERS, MCP
A SITE VISIT MAY BE SCHEDULED BY CONTACTING
DAVID BUXTON (609) 303-0705**

Janitorial Services shall be provided at the Park Ranger Headquarters for an area of approximately 1,000 square feet.

REQUIREMENTS FOR THE MAIN BUILDING (including: lobby entrance, offices, meeting room, locker room, bathrooms)

CLEANING CONTRACT SERVICE DATES 2017 – 2019 ARE REQUIRED AS STATED BELOW;

CLEANING IS TO BE PERFORMED MONDAY AND FRIDAY WEEKLY BETWEEN THE HOURS OF 8:30 AM AND 4:30 PM.

1. Empty all wastebaskets, supply and replace plastic liners. Remove all trash to designated trash bins **(WEEKLY)**.
2. Vacuum all carpets, rugs and mats. Spot clean any and all stains **(WEEKLY)**.
3. Mop all vinyl floors, strip and wax **1X MONTH**.
4. Dust and clean all interior doors, door frames, remove all smudges and dirt **(WEEKLY)**.
5. Wipe down with damp cloth all exit signs and interior signage **(WEEKLY)**.
6. Clean all sinks, toilet bowls, urinals, using germicidal disinfectant solution. Wet mop all floors in bathrooms and locker room **(WEEKLY)**.
7. Clean and disinfect wall tile, lavatory partitions. Pay special attention to under soap and paper towel dispensers **(WEEKLY)**.
8. Fill toilet tissue, paper towel, and soap dispensers **(WEEKLY)**.

THE SUCCESSFUL BIDDER SHALL PROVIDE ALL LABOR, EQUIPMENT, ALL CLEANING SUPPLIES, PAPER PRODUCTS, AND THE SUPERVISION NECESSARY TO PERFORM THE ABOVE SERVICES.

COUNTY OF MERCER

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

SUBMISSION OF BIDS

- A. Sealed bids shall be received by the County of Mercer 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. The bid shall be submitted in a sealed envelope: (1) addressed to the County of Mercer, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- C. It is the bidder's responsibility that bids are presented to the County at the time and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.

NOTE:

The United States Postal Service does not deliver priority or overnight mail directly to the County of Mercer's physical address. If a bidder chooses to use the United States Postal Service, it is the bidder's responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.

- D. The Mercer County Park Commission and the Mercer County Library System are considered agencies of the County entitled to participate in the contract(s) resulting from this bid.
- E. Sealed bids forwarded to the County before the time of opening of bids may be withdrawn upon written application of the bidder. 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 County. 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.
- I. If not submitting a bid proposal in accordance with the attached instructions and specifications, the outside of the above stated envelope shall be plainly marked "**NO BID**" when being returned. If bidder wishes to remain on bid list, please mark "**NO BID - PLEASE RETAIN ON BID LIST**" on front page of this proposal. Failure to comply may result in bidder being dropped from bid list.
- J. Contract shall be awarded to the lowest responsible bidder as declared by the County of Mercer. The contract awarded between the County of Mercer and the successful bidder shall establish the contractual obligation regarding specific items, specifications and services to be provided to the county.
- K. Successful bidder shall not assign, transfer, convey sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Mercer.
- L. The County of Mercer reserves the right in the event of unsatisfactory service to cancel the contract awarded to the successful bidder and procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- M. The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misrepresentation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions relating to the contract.
- N. Bidders are cautioned to fill in all information as requested on the proposal forms to serve as a basis for making awards. The county, without invalidating the contract, may order changes consisting of additions, deletions or modifications and the contract sum shall be adjusted accordingly.

- P. Bidder shall list all deviations from the specifications as contained herein when returning proposal as specified.
- Q. The bidder, if awarded a contract, agrees to protect, defend and save harmless the County of Mercer against any damage for the payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by his contract, and he further agrees to indemnify and save harmless the County of Mercer from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any parties, by, or from any acts of the contractor, his servants or agents.
- R. Bidder must provide Certificate of insurance in a form and amount acceptable to the County of Mercer including General Liability, Automobile, Workman's Compensation and such other coverage as may be deemed necessary by the County of Mercer for the work, services or goods being bid.
- S. Bidder may be required to submit financial statements unless a guarantee by certified check, cashier's check or bid bond, or surety certificate is required. Refer to Bidder's Checklist.
- T. BIDDERS SHALL PROVIDE TRADE SECRET OR PROPRIETARY INFORMATION UNDER SEPARATE COVER WITH THE BID RESPONSE.
- U. SOURCE OF SPECIFICATIONS/BID PACKAGES Official County bid packages for routine goods and services are available from on the county website www.mercercounty.org at no cost to the vendor. All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. As such, The County is not responsible for third party supplied specifications.
- V. The County reserves the right to purchase items from state contract or other county contracts, co-op vendors and/or in the open market, if such use serves the interest of the County. The County reserves the right to bid separately for any commodity.
- W. CAUSES FOR REJECTING BIDS
Bids may be rejected for any of the following reasons:
1. All bids pursuant to N.J.S.A. 40A:11-13.2;
 2. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
 3. Multiple bids from an agent representing competing bidders;
 4. The bid is inappropriately unbalanced;
 5. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience;
 6. 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).

INTERPRETATION AND ADDENDA, CHALLENGE TO SPECIFICATIONS

The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications.

Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final.

If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. 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 County of the extended totals shall govern.

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 contract.

PRE-BID CONFERENCE – REFER TO ADVERTISEMENT FOR BID FOR DATE AND TIME – IF REQUESTED

BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.

Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The County reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.

The contractor shall hold and save harmless the County, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

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 County harmless from any damages resulting from such infringement.

MULTI-BRAND MANUFACTURER'S

Specifications for a contract item may include a specific manufacturer's brand and model number or equivalent. The product brand or brands referenced in the specifications shall be restricted to one brand produced or manufactured by a multi-brand commercial products manufacturer.

BUDGET SEQUESTRATION

All contracts shall include the following language with regard to automatic spending cuts to United States federal government funding:

"THE CONTRACT AWARD IS CONTINGENT UPON RECEIVING REQUISITE FEDERAL FUNDING NECESSARY TO COMPLETE THE TERMS OF THE CONTRACT."

PRICING INFORMATION FOR PREPARATION OF BIDS

The County is exempt from any local, state or federal sales, use or excise tax.

Estimated Quantities (Open-End Contracts): The County 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.

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.

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 County. 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.

METHOD OF CONTRACT AWARD

The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

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. 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.

The County may also elect to award the contract on the basis of unit prices. The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County.

TERMINATION OF CONTRACT

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 County 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 County of any obligation for balances to the contractor of any sum or sums set forth in the contract. County will pay only for goods and services accepted prior to termination.

Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.

The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County under this provision.

In case of default by the contractor, the County may procure the goods or services from other sources and hold the contractor responsible for any excess cost. The County of Mercer reserves the right, at its option, to terminate this contract upon giving thirty (30) days written notice to the contractor.

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 County reserves the right to cancel the contract.

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 vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the County.

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 County.

PAYMENT

No payment will be made unless duly authorized by the County of Mercer's authorized representative and accompanied by proper documentation. Payment will be made in accordance with the County of Mercer's policy and procedures.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

NEW JERSEY SALES TAX

In submitting a bid, the Contractor certifies that the total base bid set forth does not include any New Jersey Sales Tax, and he further certifies that in the event of a successful bid, bidder will only apply for an exemption for materials or supplies to be used in connection with County property.

Contractor's Exemption Purchase Certificate, Form ST-13, issued by the State of New Jersey Division of Taxation, Sales Tax Bureau, shall be completed and presented to his suppliers for material used to make any permanent change to a County Building on this contract.

http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/st13.pdf

STATISTICAL DATA REPORT

If requested, the contractor shall provide in writing to the County, a statistical data report identifying all goods and or services provided.

LATE FEE POLICY

The County of Mercer pays vouchers bi-weekly, thus vendors, in most cases are paid in less than 30 days, if the vendor has complied by responding promptly with delivery, a signed voucher and an original invoice. We can pay only for goods and services rendered and late fees and service charges are not appropriated for such purposes. All County employees are reminded that no one is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County without a specific authorization from our governing body or through a resolution that grants the same. All credit applications or similar forms are carefully read in Finance and terms the County does not agree to, are stricken.

TIE BIDS: Tie bids will be decided by the County of Mercer.

DEMONSTRATION AND SAMPLE

If so requested, the vendor shall provide demonstration. If so requested, the vendor shall submit a sample of the units or merchandise.

MANUFACTURERS' NAMES

Any manufacturers' names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand, which meets or exceeds the quality of the specifications listed for any item.

AWARD/REJECTION

In accordance with N.J.S.A. 40A:11-24, all contracts will be awarded or all bids will be rejected within sixty (60) days of the receipt of bids unless vendor agrees to extend for a longer period of time.

AVAILABILITY OF FUNDS

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

MULTIPLE BIDS NOT ALLOWED

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

FAILURE TO ENTER CONTRACT

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the County of Mercer may then, at its option, retain the bidder's bid deposit/bond and accept the bid of the next lowest responsible bidder.

INQUIRIES

All questions and information pertaining to this proposal shall be directed to the Department of Purchasing at (609) 989-6710.

COMMUNICATIONS AFTER THE BID OPENING

It is highly improper for a bidder after bid opening to contact any representative of the County of Mercer to discuss the bids. The solicitation package contains all documents and instructions. These may be supplemented by any comments you wish to make. Such additional material and comments must be submitted with the bid. Should there be any questions concerning the bid submitted, you will be contacted by a representative of the County of Mercer and any discussion or contact will be limited to the questions of the representative.

INDEX RATE

If the County of Mercer desires to extend a contract under the provisions of N.J.S.A. 40A:11-15 or N.J.S.A. 18A:18A-42, the index rate is the basis to determine the appropriate increase in the contract price. The following are the requirements for using this provision: Contracts for services, the statutory length of which is for three years or less, may only include provisions for no more than one (1) two-year or two (2) one-year extensions. The original bid specifications and contract must include language that explains the possibility for an extension.

W-9

Successful bidder/respondent shall complete A W-9 Form and submit to the Purchasing Department prior to the contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

INVOICING

Awarded contractors shall provide detailed invoicing itemizing hours worked for each trade and trade rate. Materials shall be broken out. Reflecting the contractor's cost of materials and up charge. Proof of purchase is required to be submitted with invoicing.

SAFETY PROGRAM:

Observe all rules and regulations of the Federal, State, and local health officials, including regulations concerning construction safety and health standards. At the preconstruction meeting, submit to the County approval a written safety program that meets or exceeds the minimum requirements of the Contract and applicable State or Federal regulations. Include at a minimum the following:

1. **Description.** Describe in detail how the safety program is implemented and monitored. Provide guidelines for protecting personnel from hazards associated with Project operations and activities. Establish the policies and procedures for safety practices that are necessary for the Work to be in compliance with the requirements of OSHA and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the Work is in progress.
2. **Certification, Responsibility, and Identification of Personnel.** Identify the qualified safety professional responsible for developing the safety program and provide that person's qualifications for developing the safety program including, but not be limited to, education, training, certifications, and experience in developing this type of safety program. Provide a certification, executed by the qualified safety professional that developed the safety program, stating that the safety program complies with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction.

Identify a safety officer and designate the on-site supervisory-level personnel responsible for implementing and monitoring the safety program until Acceptance and having the authority to take prompt corrective measures to eliminate hazards, including the authority to stop work. Include documentation of training provided to the on-site supervisory-level personnel. For work that requires a competent person as defined by OSHA, ensure that the person is capable of identifying existing and predictable hazards and has the authority to take prompt corrective measures to eliminate the hazards, including the authority to stop work. Include documentation of the qualifications of such competent persons identified, including certifications received.

3. **Elements of the Program.** Include information and procedures for the following elements:
 - a. **Chain of Command.** Include the responsibilities of the management, supervisor, safety officer, and employees.
 - b. **Traffic Control Coordinator.** Include the name and contact information.
 - c. **Environmental Manager.** Include the name and contact information.
 - d. **Local Emergency Telephone Numbers.** Include police, fire, medical
 - e. **Procedures for Handling Emergencies.** Provide guidelines for handling emergencies, including emergency action plans for accidents involving death or serious injury, property damage, fires, explosions, and severe weather. Include the emergency contact information of the Contractor's personnel responsible for handling emergencies.

- f. **Training Topics.** Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.
- g. **Contractor's Safety Rules.** Include housekeeping procedures and personal protective equipment requirements.
- h. **Employee Disciplinary Policy.** Include the violation forms.
- i. **Safety Checklists.** Include project safety-planning, emergency plans and procedures, documentation, and protective materials and equipment.
- j. **Forms.** Include OSHA 300 Log
- k. **Security Policy Guidelines.** Provide a copy for the County.
- l. **Hazard Communication Program.** Provide the following:
 - 1. The location of and instructions for understanding the MSDS. Ensure that the location and instruction are available to anyone within the Project Limits.
 - 2. The person responsible for the hazard communication program and the method of informing personnel of the hazardous communication program. Include attendance sheets of hazard communication meetings.
 - 3. When performing work that generates airborne crystalline silica, include engineering and work practice controls to limit exposure levels to at or below the permissible exposure limit according to 29 CFR 1910.1000 Table Z-3. Ensure that the program includes employee training and respiratory protection measures according to 29 CFR 1910.134 and control of the area when the permissible exposure limit is exceeded. Provide a trained and competent person, according to 29 CFR 1926.30, within the Project Limits at all times when performing work that produces airborne crystalline silica.
- m. **Additional Requirements.** Provide additional procedures for Project specific topics including:
 - 1. Compressed gas cylinders.
 - 2. Confined spaces.
 - 3. Cranes.
 - 4. Electrical.
 - 5. Equipment operators.
 - 6. Fall protection.
 - 7. Hand and power tools.
 - 8. Hearing conservation.
 - 9. Highway safety.
 - 10. Lead.
 - 11. Lock out/tag out.
 - 12. Materials handling, storage, use, and disposal.
 - 13. Night work.
 - 14. Personal protective equipment.
 - 15. Project entry and exit.
 - 16. Respiratory protection.
 - 17. Sanitation.
 - 18. Signs, signals, and barricades.
 - 19. Subcontractors.
 - 20. Trenching.

The Contractor is responsible for implementing, monitoring, updating, and revising the safety program until Acceptance. Submit updates and revisions to the safety program to the County for approval when new information, new practices or procedures, or changing site and

environmental conditions necessitate modifications to protect site personnel. Maintain a copy of the updated safety program, including the appropriate documentation associated with each element, within the Project Limits so that it is available to workers and other authorized persons entering the Project Limits. Provide program updates to County.

The Contractor is responsible for safety in all aspects, and as set forth in the Insurance and Indemnification Agreement, shall defend and indemnify the County for any failure or breach to comply with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction pertaining to the Contractor's safety program.

STATUTORY REQUIREMENTS

REQUIRED AFFIRMATIVE ACTION EVIDENCE

No firm may be issued a contract unless they comply with the affirmative action regulations of P.L. 1975, c. 127, as amended from time to time.

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:

- A photocopy of the Federal Letter of Affirmative Action Plan Approval, or;
- A photocopy of a Certificate of Employee Information Report; or
- A photocopy of an Employee Information Report (Form AA302) which is available upon request.

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.

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 in 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 County harmless.

STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or

partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 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 noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

PROOF OF BUSINESS REGISTRATION P.L. 2009, c.315

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the county recommends that bidders submit a copy of a valid BRC and those of any named subcontractors with its bid. Bidders and named subcontractors shall be registered through the New Jersey Division of Revenue, Department of the Treasury, at the time of or prior to the date for submission of bids. Prior to the contract award, a copy of the New Jersey Business Registration for the General Contractor and any named Subcontractors must be provided. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

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. 34:51 et seq., and N.J.A.C 5:89-5 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) and hazardous substance fact sheets must be furnished. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication.**

C.40A:11-13 SPECIFICATIONS

No Financial Statement shall be required of vendors if either a guarantee, by certified check, cashier's check or bid bond, or a surety company certificate is also required to be furnished by the bidder, unless any law or regulation of the United States imposes a condition upon the awarding of a monetary grant to be used for the purchase, which condition requires that a financial statement be submitted.

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. **P.L. 2009, c.249 (A-4268/S-3095)**: Extends prevailing wage requirements to contracts for "maintenance-related projects" over \$50,000. 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: http://lwd.dol.state.nj.us/labor/forms_pdfs/lse/payrollcert.pdf and as follows:

Public Contracts Section
Office of Wage and
Hour Compliance
CN 389
Trenton, New Jersey 08625-0389
Telephone number: (609) 292-2259

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.

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.

PROMPT PAYMENT OF CONSTRUCTION CONTRACTS P.L. 2006, C. 96

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

PROCESS OF ALTERNATE DISPUTE RESOLUTION

Contract documents entered into in accordance with the provisions of P.L.1971, c.198 (C.40A:11-1 et seq.) after the effective date of P.L.1997, c.371 (C.40A:11-50) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the County of Mercer shall have the right to request mediation if services being provided are deemed deficient in any way.

SOLID WASTE CONTRACT P.L. 2009, c. 88

The law requires the contractor (or any subcontractor) to keep records and file with the public agency a wage payment report for employees under the contract that are engaged in solid waste or recyclable "collection and transportation."

PRICE ADJUSTMENT FOR ASPHALT CEMENT AND FUEL P.L. 2009, c.187 CONSTRUCTION PROJECTS

Effective with contracts executed after May 1, 2010, the law follows procedures used by the State Department of Transportation to allow for increases and decreases in asphalt and fuel prices over the course of large construction contracts. The calculation is based upon 2007 NJDOT Specifications – Division 150 Contract Requirements, Section 160.01 through 160.03

The law requires that paving contracts involving more than 1,000 tons of hot mix asphalt include a contract provision that allows for price adjustments in the cost of asphalt. Fuel price adjustments are based on DOT standards for the type of construction equipment and the work done by different equipment. For fuel price adjustments, at least 500 gallons of fuel based on the DOT equipment standards are required for a price adjustment, and then, only in those months when the price fluctuated more than five percent.

DOT maintains a web site of index rates for asphalt and fuel that are adjusted monthly. The law provides that when the quantity or equipment use thresholds are reached, fuel price adjustments are made, using the change in index rate from the time of bidding to when the work was performed. The change is treated as a "pay item" in construction contracts.

PRICE ADJUSTMENT FOR PURCHASE OF ASPHALT CEMENT

The asphalt price adjustment is calculated based on the basic asphalt price index as published by the New Jersey Department of Transportation in its "Standard Specifications for Road and Bridge Construction," as those standards may be revised by the department. The price adjustment pay item applies to each ton purchased or used and is not limited to tonnage exceeding the threshold; require that when a bid specification includes the purchase or use of less than 1,000 tons of hot mix asphalt, it must include a pay item for an asphalt price adjustment applicable to any quantity of hot mix asphalt over 1,000 tons that may be used in the work in the event that the performance of the work, including change orders, requires more than 1,000 tons of hot mix asphalt; clarify that references to the term hot mix asphalt include equivalent asphalt cement-based products, such as warm mix asphalt; and specifically prohibit the disaggregation of quantities for the purpose of avoiding compliance with the provisions of the bill. Refer to Section 160.03.02 for the Asphalt Price Adjustment calculation. <http://www.state.nj.us/transportation/eng/specs/2007/spec150.shtm#s160>

RECORDS FOR THE NEW JERSEY STATE COMPTROLLER

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

HOMELAND SECURITY GRANT PROCUREMENT: EMERGENCY RESPONDER EQUIPMENT PURCHASE PROGRAM, LOCAL FINANCE NOTICE 2009-20

Mercer County, consistent with LFN 2009-20 authorizes all counties and municipalities in the State of New Jersey to utilize contracts awarded by the County of Mercer for the Procurement of federal homeland security goods and services. The procurement must be funded through the New Jersey Office of Homeland Security and Preparedness; therefore, any county may buy under any other county's existing contract, under the same terms and conditions, and with the approval of the County of Mercer and vendor. The County of Mercer Freeholder Board must approve the use of the contract by other counties through either a generic resolution permitting other counties to use all contracts or on a case-by-case basis. The resolution shall reference Local Finance Notice 2005-14, the county's name and bid number.

BIDDING:

PRICING: Bidder shall insert unit price and extension against each item. Quoted price shall include all handling and delivery charges and will be firm, fixed prices for the term of the contract. Lead pencil must not be used. **Unit price shall govern.**

DISCOUNTS: Cash discounts will not be a factor in determining awards unless otherwise indicated by the County. Trade discounts will be a factor in determining the award. Time, in connection with discount offered, will be computed from the date of final inspection and acceptance of delivery of supplies to the using department or agency, or from the date the correct voucher, property certified, is received, or which ever is later.

F.O.B. DELIVERY POINT: All prices bid must be on the basis of F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal.

In conformance with the State of New Jersey Statute C. 40A:11-18, only goods and products manufactured or produced in the United States, where possible, and wherever available, are to be used for this proposal.

BID SECURITY AND BONDING REQUIREMENTS (APPLICABLE)

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding 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 County. 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 County. 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 County stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

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

Immigration and Naturalization Laws and Criminal Background Check
(As Applicable)

Vendors must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer.

If the County requires a background check, the vendor must contact the New Jersey State Police to perform a Criminal Background Check **on each potential employee to work under this contract on County of Mercer property.** A copy of the results of the Criminal Background Check must be provided to the County of Mercer **[insert appropriate department, agency, commission, etc.]** at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

[For insertion into multi-year contracts] The vendor must provide the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions for obtaining a Criminal History Record: <http://www.njsp.org/criminal-history-records/index.shtml>

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

I am the duly authorized agent making certification that there has been no engagement in certain investment activities in energy or finance sectors of Iran as prohibited by P.L. 2012, c.25. The Chapter 25 list is found at:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

DATE

Executive Order 98 - 1

WHEREAS it is in the interests of the county to purchase goods and services from responsible contractors that provide quality and services at a competitive price; and

WHEREAS the county does not desire to do business with companies that compete by exploiting their workforce rather than by running efficient, reliable and responsible operations; and

WHEREAS, the county purchases items of apparel and textiles, which is an industry in which many scandals have been uncovered in which producers maintain sweatshop conditions, such as paying poverty wages, violating workplace regulations, and suppressing worker rights; and

WHEREAS, such conditions in apparel and other industries threaten the jobs and working conditions of all workers; and

WHEREAS, it is the policy of the county that it should not purchase, rent or lease goods or services produced under such conditions; and

WHEREAS, sweatshop conditions flourish when the conditions of workers are hidden; and

WHEREAS, pressure from institutional purchasers such as governments is one of the most effective ways to combat sweatshop production,

THEREFORE IT IS HEREBY ORDERED, that it is the policy of the county that it should not purchase, lease, rent or take on consignment goods or services produced under sweatshop conditions, and that the following guidelines, criteria and procedures are adopted:

Section 1: The procedures and guidelines set forth herein shall apply to items of apparel and textiles, such as clothing, headwear, footwear, linens and fabric, as well as to any other industry designated by the county executive as vulnerable to sweatshop competition.

Section 2: In order to ensure that the county contracts with vendors that have responsible employment practices, the following criteria will be used in contracting for goods and services:

A. Preference will be given whenever possible to goods or services produced in the U.S.A.

B. The county will whenever possible only contract with vendors with responsible employment practices, as defined in Section 3.B below.

Section 3: The county shall require of every bidder for contracts covered under Section 1:

A. Disclosure of all sub-contractors and sites. The bidder or vendor shall identify the name and address of each subcontractor to be used, as well as the address of all locations, including sub-contractor locations, substantially involved in providing

goods or services covered by this act. Such information will be considered public information.

- B. Certification of Compliance. The bidder or vendor shall certify each location, including sub-contractor locations, substantially involved in producing or distributing goods or services covered by this act meets the following standards:
1. Compensation. Wage and benefit levels must be sufficient to meet basic needs and provide some discretionary income for a family of 4 (a "living wage").
 2. Rights. The company respects workers' rights to speak up about working conditions, without fear or retaliation, and to form unions of their own choosing without employer resistance. Due process and just cause procedures are used for discipline or discharge, with recourse to arbitration. The company complies with all laws, regulations and standards governing the workplace. The company does not use child labor, forced labor, corporal punishment. The company does not discriminate in hiring, promotion or compensation on the basis of race, national origin, religion, gender, sexual preference, union affiliation, or political affiliation.
 3. Safety and Health. The factory provides a safe and healthy work environment.

Section 4: The county, at its discretion, may refuse to award a contract or terminate a contract or ban a vendor from holding contracts with the county for filing false information or for failing to file information required under this act. The county may, at its discretion, require correction and remediation of violations of the standards listed in section 3.B prior to renewing commerce with the contractor. The county may require further proof of compliance with the standards listed in Section 3.B. Upon request the contractor or subcontractor will make all relevant records available to the county or its designee.

I have read Executive Order 98-1 and agree to comply with its requirements.

DATE: _____

SIGNED _____

POSITION _____

COMPANY _____

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

The contractor and the County of Mercer, (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.

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

For those wishing the complete context of the EEOC Guidelines, contact the Office of Economic Development and Sustainability at 609-989-6555, 640 South Broad Street, Trenton, NJ 08650-0068.

MERCER COUNTY'S POLICY ON SEXUAL HARASSMENT

The County of Mercer is committed to the principle that sexual harassment of employees is an abuse of authority and constitutes prohibited, unprofessional and unacceptable conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- A.) Submission to such conduct is explicitly or implicitly made a term or condition of an individual's employment, or
- B.) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- C.) Such conduct has the purpose or effect of interfering unreasonably with an individual's performance or creating an intimidating, hostile or offensive environment.

The County of Mercer is committed to maintaining a working environment that does not condone acts of sexual harassment. Immediate and corrective action will be taken when case of sexual harassment are identified in the workplace.

I have read the above and will comply with the County's policy.

NAME_____TITLE_____

COMPANY_____

ADDRESS_____

TELEPHONE_____

INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the County in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the County from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

In all cases where a Certificate of Insurance is required, the County of Mercer and Mercer County Park Commission (if applicable) is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. The language shall state the following:

"The County of Mercer and Mercer County Park Commission (if awarded through the Park Commission) named as additional insured."

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

WAIVER OF SUBROGATION CLAUSE

Contractor, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the contractor or from failure of the contractor to keep the premises in good condition and repair as herein provided.

Dated and Signed

INSURANCE CERTIFICATE

PLEASE TAKE NOTE OF THE FOLLOWING CHANGE

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower left hand box. You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.

BACKGROUND INFORMATION FORM

The following information is used by the Mercer County Division of Affirmative Action in the compilation of reports and research. The provision of this information will not affect the determination of this contract/agreement.

Name of Company _____

Address _____

Telephone _____

Nature of Business _____

The ownership of the above referenced business is considered:

- | | | | |
|--------------------|-----|-------------------|-----|
| 1. Black | () | 2. Caucasian | () |
| 3. Hispanic | () | 4. Asian American | () |
| 5. American Indian | () | 6. Other | () |
| 7. Female | () | | |

51% of the business must be owned and controlled by the ethnic group claimed.

Signed _____ Title _____ Date _____

MERCER COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

(REVISED 4/10)
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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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, electronically provided by the Division and distributed to the public agency through the Division's website at:

www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2.
BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR
PARTNERSHIP

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 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 noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

**STOCKHOLDER DISCLOSURE CERTIFICATION
FAILURE TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

INSERT LEGAL NAME OF BIDDER: _____

- I certify that the list below contains the NAMES (DO NOT SPECIFY A CORPORATION OR HOLDING COMPANY) AND HOME ADDRESSES of all persons or individuals holding 10% or more of the issued and outstanding stock of the undersigned.
- OR**
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> Other _____ |

COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:

DATE OF INCORPORATION: _____

STATE OF INCORPORATION: _____

BUSINESS ADDRESS: _____

**STATE THE NAMES AND HOME ADDRESSES OF ALL STOCKHOLDERS HOLDING 10% OR MORE OF THE
ISSUED AND OUTSTANDING STOCK (DO NOT REFERENCE A CORPORATION OR HOLDING
COMPANY)**

Name: _____

Name: _____

Address: _____

Address: _____

Signature _____ Date _____

Printed Name & Title _____

THIS FORM MUST BE SIGNED.

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

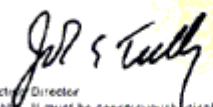
** Construction Contracts (including public works related purchase orders)*


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) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) 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) 292-9292.

SAMPLE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	 Acting Director
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08.01)		
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

REFERENCES

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

BID PROPOSAL FORM AND SIGNATURE PAGE

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions, Affidavits and Scope of Work and that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

**JANITORIAL CLEANING SERVICES FOR THE MERCER COUNTY
PARK COMMISSION FOR A PERIOD OF TWO (2) YEARS
AB2016-35**

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of
_____ having its principal office at _____

COMPANY _____
ADDRESS _____
ADDRESS _____
NAME _____
TELEPHONE _____
FAX _____
E-MAIL _____
DATE _____

CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

CONTINUITY OF OPERATON DURING EMERGENCIES

In the event of an emergency, Vendor will provide priority service for Mercer County.

CONTINUITY OF OPERATION DURING EMERGENCY

YES

NO

Contractors shall have contingency plans to ensure that Services continue during emergency periods such as, but not limited to, major equipment breakdown, national or local strikes, severe weather conditions, power outages and traffic disruptions. Indicate your continuity of operation plan for ensuring services during emergencies.

IF AWARDED A CONTRACT, PLEASE PROVIDE CONTACT, ADDRESSES FOR PURCHASE ORDERS AND CHECK REMIT TO INFORMATION, COPY OF YOUR W9 AND UPON AWARD, FORWARD TO THE COUNTY OF MERCER, ACCOUNTS PAYABLE, 640 SOUTH BROAD STREET, TRENTON, NJ 609 278 8139

CONTRACT CONTACT

COMPANY

PURCHASE ORDER MAILED TO:

CHECK REMIT TO:

TELEPHONE

FAX

E-MAIL

EXCEPTIONS (IF NONE, PLEASE NOTE)
