

## **County of Mercer**

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

### **REMOVAL AND DISPOSAL OF SOLID WASTE AND RECYCLABLES FROM VARIOUS LOCATIONS IN MERCER COUNTY**



**To Be Received  
March 30, 2018**

Prepared By:  
Department of Purchasing

**AB2018-03**

**COUNTY OF MERCER  
BID DOCUMENT CHECKLIST**

Required With Bid		Read, Signed & Submitted Bidder's Initial
<b>A.</b>	<b>FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID</b>	
<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"/>	Certificate of Public Convenience and Necessity and Approval Letter in Conformance with <u>N.J.S.A. 52:25-24.2</u>	
<input checked="" type="checkbox"/>	Statement of Bidder's Qualifications, Experience and Financial Ability	
<input checked="" type="checkbox"/>	Bidders Questionnaire	
<input checked="" type="checkbox"/>	Vehicle Dedication Affidavit	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification (Do not reference a company)	
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Questionnaire	
<input checked="" type="checkbox"/>	Completed and Signed Proposal Page	
<b>B.</b>	<b>MUST COMPLY WITH THE FOLLOWING</b>	
<input checked="" type="checkbox"/>	Executive Order 98-1	
<b>C.</b>	<b>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</b>	
<input checked="" type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractor (Prior to Award, but effective at time of bid)	
<input checked="" type="checkbox"/>	Business Registration Certificate – Bidder (Prior to Contract Award)	
<input checked="" type="checkbox"/>	Business Registration Certificate – Designated Sub-Contractor(s) (Prior to Contract Award)	
<b>D.</b>	<b>SUBMIT THE FOLLOWING/COMPLY WITH THE FOLLOWING</b>	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Three (3) references for similar projects	
<input checked="" type="checkbox"/>	Certification of Available Equipment	
<input checked="" type="checkbox"/>	Safety Certification	
<input checked="" type="checkbox"/>	One Original Complete Bid and One Complete Copy of the Bid	
<input checked="" type="checkbox"/>	EXCEL Spreadsheet submitted on CD with Bid Proposal	
<b>E.</b>	<b>READ ONLY</b>	
<input checked="" type="checkbox"/>	Americans With Disability Act of 1990 Language	

**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 30th, 2018 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:

### **REMOVAL AND DISPOSAL OF SOLID WASTE AND RECYCLABLES FROM VARIOUS LOCATIONS IN MERCER COUNTY AB2018-03**

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 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  
AB2018-03

## **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.jotform.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/mercercer/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 REMOVAL AND DISPOSAL OF SOLID WASTE AND RECYCLABLES FROM  
VARIOUS LOCATIONS IN MERCER COUNTY  
AB2018-03**

**INTENT**

The County of Mercer requests bids for removal and disposal of solid waste and recyclables from various county facilities for a period of three years with the option to extend two years based upon the index rate. Bidders shall comply with the requirements of N.J.A.C. 7:26.

**SCOPE OF WORK**

The Contractor will be responsible for the removal of waste and recyclables from all locations listed in this specification will remove all waste and provide all necessary recycling containers waste Compactors and waste Containers. Disposal of solid waste shall be at a facility licensed and approved by the Mercer County Improvement Authority. The Contractor will assume all costs for the disposal of solid waste. Vendor shall provide a contract administrator for this account. Please provide name and telephone number.

This contract shall be consistent with the New Jersey Recycling Act and the Mercer County Solid Waste Management Plan including provisions of the Mercer County Recycling Plan Ordinance.

The contractor shall comply with all referenced statutes and ordinances which are currently in effect in the State of New Jersey and the County of Mercer. Contact the Mercer County Improvement Authority at (609) 278-8100 with questions regarding Solid Waste Disposal and Recycling. According to the Universal Waste Rule as promulgated by the US EPA, there shall be no restriction as to the type of waste collected except that material as defined by the New Jersey Recycling Act.

All waste containers shall be provided by the vendor and shall be clearly identified for waste collection intended, e.g., solid waste shall be marked as such and recyclables shall be marked accordingly. All recyclable containers shall be secured by a locking device.

The Contractor shall not remove solid waste materials contaminated with recyclables designated for source separation by the Mercer County Recycling Ordinance. If the Contractor finds containers of solid waste materials contaminated with recyclable materials, he shall notify the County designee and the Mercer County Improvement Authority. After three notifications the Contractor shall not remove containers until the County has removed the contaminants. The County is responsible to ensure that waste is not commingled with recycling.

If the contaminants are not detected until the solid waste reaches the Mercer County Transfer Station, the Contractor shall endeavor to ascertain the source of said contamination and notify the County Designee. Commingling of solid waste and recyclables is a violation of law and the Contractor will be held responsible for the enforcement thereof.

The Contractor shall maintain all containers in good repair. All containers shall be painted as required to maintain good appearance. Containers that cannot be repaired or repainted shall be replaced.

The County reserves the right to add, delete, or relocate containers and compactors; and increase or decrease the size of containers and compactors as necessary based on the needs of each facility.

The Contractor will be compensated as per the terms and rates specified in the bid proposal. The Contractor will provide a replacement Container or Compactor within 24 hours of notice. The county

shall be billed only for actual removal and disposal at each facility. If the contractor is unable to provide the pull or disposal as per the attached schedule (refer to Appendix A and the proposal pages) the County shall not be billed.

Compactor located at the Correction Center shall be self-contained. Due to the high volume of food waste, said container shall not leak and shall be cleaned and sanitized weekly.

**COMPACTORS AND ROLL OFF WASTE CONTAINERS**

The County requires **New**, leak-proof Compactors and Waste Containers with an internal on-call device, which signals the Waste Hauler that the container is full. The Compactor at the Mercer County Correction Center shall be rear-loading.

The Contractor shall provide and retain ownership of the new compactors and containers, equipment and software throughout the contract period. The installation of New Compactors shall include but not be limited to electric, chute or ramp work, enclosures and fencing, flatwork/concrete work and guide rails of the above containers shall be at the sole expense of the contractor. The compactor on-call Device shall be set for an 85% full call in order to allow time for pick-up.

**COLLECTION QUANTITIES**

The County has provided historical tonnage collected by the current vendor in 2017 and 2016. **This information is presented for informational purposes only and has been provided by the current contractor. The proposal pages are based upon the cost to rent and haul containers.**

<b>2017 TRASH</b>	<b>833.32 TONS</b>
<b>2017 RECYCLING</b>	<b>463.76 TONS</b>
<b>2016 TRASH</b>	<b>829.39 TONS</b>
<b>2016 RECYCLING</b>	<b>373.57 TONS</b>

The Contractor shall submit monthly billings for each location serviced. Said billings shall be remitted to the user Department.

Bidders shall contact Karl Thomas at 609 989 6181 for any questions regarding this bid.

**BILLING**

All invoices for collection shall be accompanied by a hard copy and electronic spreadsheet in Microsoft Excel format, to include; date of invoice, facility serviced, County, weight, weight slip number, the period of time for which service was rendered, container size, number of containers, frequency of service, haul fee, waste and recycling type, name and address of disposal facility, tipping fee base rate and all associated miscellaneous charges and total charges.

**CONTINUITY OF SERVICE DURING EMERGENCIES**

The Contractor shall have contingency plans to ensure that the 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. The Technical Proposal shall indicate a description of the Contractor's contingency plan for ensuring Services during emergencies. Collections curtailed by emergency conditions shall be picked up within 48 hours of the regularly scheduled collection.



## **WAGE REPORTING**

Enacted legislation requires wage records in connection with contracts for the collection or transportation of solid waste and recycled materials. The law covers government issued contracts for curbside or centralized (i.e., dumpster based) collection of solid waste or recyclables from residential, apartment or commercial facilities; collection of solid waste from government facilities and transportation of solid waste or recyclables from governmentally operated transfer stations or drop-off facilities. Solid waste includes recyclable materials. The law excludes recycled or reclaimed asphalt or concrete. The law excludes reporting by contractors or subcontractors that employ a total of more than 1,000 employees.

Contractors are required to retain records and report to the County on each individual engaged in collection and transportation work. Reporting is only for the work performed under the contract with the County.

The following information must be kept and reported for each employee: Name, the actual hourly rate of wages paid, and the actual daily, overtime and weekly hours worked. Within 10 days of paying an employee, provide the County with the certified payroll record reporting the required information.

Open the following link (Control Click) on "[Payroll Certification for Public Works Project.](#)" For compliance with the law, columns 1-5 must be completed, columns 6 through 9 are not applicable and the employee's address is not required; only the employee's name.

In addition to reporting to the County, you are required to make the information available for inspection. The county shall retain the certified payroll reports for two years and shall make the records available for inspection.

**PLEASE REFER TO THE FOLLOWING COUNTY DESIGNEE FOR EACH FACILITY:**

DEPARTMENT	CONTACT	TELEPHONE NUMBER
Administration Building	Karl Thomas	(609) 989-6181
Correction Center	Dave Chiaramonti	(609) 647-0168
Courthouse (Criminal/Civil)	Karl Thomas	(609) 989-6181
Dempster Fire Training Center	Karl Thomas	(609) 989-6181
Election Warehouse	Robert Lester	(609) 586-4753
Extension Service	Karl Thomas	(609) 989-6181
Library System	Richard J. Cavallo	(609) 989-6918
Mercer County Park Commission	Rob Doherty	(609) 448-1975
Mountain View Golf Course	Jay Long	(609) 882-4093
Mercer Oaks Golf Course	Jay Long	(609) 936-0842
Princeton County Club	Jay Long	(609) 452-9382
Public Works	Karl Thomas	(609) 989-6181
Trenton Mercer Airport	Don Kintzel	(609) 882-1601

**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](http://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](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](http://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](http://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/lsse/payrollcert.pdf](http://lwd.dol.state.nj.us/labor/forms_pdfs/lsse/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 subcontractors 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](http://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 (NOT 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

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

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TITLE

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DATE

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## 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 shown 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.

**NON-COLLUSION AFFIDAVIT**

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

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age,  
being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_  
\_\_\_\_\_ relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

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

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

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

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

(Seal)

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](http://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](http://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, N J 08644-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>	<i>John S. Tully</i> Acting Director	
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	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	20041014112823533

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, is hereby held and firmly bound unto \_\_\_\_\_ as Owner, in the Penal Sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the \_\_\_\_\_

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: \_\_\_\_\_  
 Witness

Principal  
 \_\_\_\_\_

BY: \_\_\_\_\_  
 Witness

Surety  
 \_\_\_\_\_

Attorney-in-Fact  
 \_\_\_\_\_

**CONSENT OF SURETY**

**KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration the**

\_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_

and licensed to do business in the State of \_\_\_\_\_

certifies and agrees, that if contract for \_\_\_\_\_

for the County of Mercer is awarded to \_\_\_\_\_

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Attorney-In-Fact



**NEW JERSEY STATUTORY PERFORMANCE AND  
LABOR AND MATERIAL PAYMENT BOND #**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, as Principal, and the \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to do business in the State of New Jersey, as Surety, are held and firmly bound unto

\_\_\_\_\_ as Oblige in the penal sum of \_\_\_\_\_ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_ enter into a contract with

for \_\_\_\_\_ which contract is made part of this bond the same as though set forth herein.

**NOW**, if the said shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of the said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuel, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined by N.J.S.2A:44-143 having a just claim, as well as for the Oblige in herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall in any way affect the obligation of said Surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised Statutes of the State of New Jersey, N.J.S.A. 2A:44-143 to 2A:44-147, both inclusive, and liability hereunder is limited as in said statutes provided.

**SIGNED, SEALED, AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety :

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION

\_\_\_\_\_, surety(ies) on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accounts (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

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(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C.sec.9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

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(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of (date on which such limitation was so established is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

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(4) The amount of the bond to which this statement and certification is attached is \$ \_\_\_\_\_.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

\_\_\_\_\_ ; and,

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, cc.243 (c.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent for each surety on the bond)

I (name of agent) \_\_\_\_\_,  
as (title of agent) \_\_\_\_\_ for (name of  
surety) \_\_\_\_\_ A  
corporation / mutual insurance company / other \_\_\_\_\_ (indicating type of business organization)  
(circle one)  
domiciled in (State of domicile) \_\_\_\_\_

DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

\_\_\_\_\_  
Signature of certifying agent

\_\_\_\_\_  
Printed name of certifying agent

\_\_\_\_\_  
Title of certifying agent

**EQUIPMENT CERTIFICATION**

**STATUTORY REFERENCE: N.J.S.A. 40A:11-20**

The Contractor is certifying the availability of the appropriate equipment to provide the specified services from any bidder submitting a bid on public work showing that he owns, leases or controls all the necessary equipment required by the plans and specifications.

The undersigned Bidder hereby certifies as follows:

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Name of above: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EQUIPMENT CERTIFICATION**

The undersigned Bidder hereby certifies as follow:

1. The number and type of (*Type of Equipment or Vehicle, etc.*) intended to be used to fulfill all requirements of the Contract Documents with respect to the (*Scope of Work/Services*) are listed Table 1 and 2 and attached hereto.

**Note:** If the Bidder **owns or controls** all the necessary equipment required, complete Paragraph 2 below. If the Bidder **does not own or control** all the necessary equipment required, complete Paragraph 3 below.

2. The bidder owns or controls all the necessary equipment shown in Table 1 and required to accomplish the work described in the Contract Documents during the Contract Term.

Name of Bidder: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

3. The Bidder does not own or control all the necessary equipment required to accomplish the Work described in the Contract Documents during the Contract Term. The equipment actually owned or controlled by the Bidder is identified in Table 1.

The remaining equipment required to perform the Work described is noted in Table 2 together with the certification of the owner or person in control of such equipment.

Name of Bidder: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

(Type or print name of individual beneath signature – affix corporate seal if appropriate)

**TABLE 1**  
**LIST OF EQUIPMENT**  
**OWNED OR CONTROLLED BY BIDDER**

<b><u>Type of Equipment</u></b> <b><u>Vehicle, Pump, Etc.)</u></b>	<b><u>Number</u></b>	<b><u>Make</u></b>	<b><u>Equipment</u></b> <b><u>Model</u></b>	<b><u>Age</u></b>
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**(Attach additional sheets if necessary)**

**TABLE 2**

**CERTIFICATION OF OWNER OR CONTROLLER OF EQUIPMENT  
NOT OWNED OR CONTROLLED BY BIDDER**

This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant the Bidder named below the control of said equipment during such time as may be required for that portion of the Work described in the Contract Documents for which said equipment is necessary for the term of the contract.

\_\_\_\_\_

\_\_\_\_\_

(Name of Bidder)

(Name of Owner or Controller)

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Type of Equipment**  
**Vehicle, Pump, Etc.)**

**Number**

**Make**

**Equipment**  
**Model**

**Age**

**BID ACCEPTANCE**

If written notice of the acceptance of Bid is mailed, telegraphed or delivered to the undersigned, or public award of contract is made, whichever is earlier within sixty (60) days after the date of the opening of the Bids, or any time thereafter before Bids are withdrawn, the undersigned will, within (10) days after the date of such mailing, telegraphing or delivering of such notice or public award, execute and deliver a contract and provide the required Performance and Payment bond in accordance with the Specification and Bid as accepted.

We understand that, upon written request, any Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof.

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title)

Business Address: \_\_\_\_\_

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

Witness: \_\_\_\_\_  
(Signature) (Type Name)

Dated: \_\_\_\_\_  
(State of Incorporation)

If Bidder is a corporation, write State of Incorporation above;

If a partnership, give full names of all partners.

The Undersigned is (a Partnership) under the laws of the State of \_\_\_\_\_ ,

having principal offices at \_\_\_\_\_.

\_\_\_\_\_  
FIRM  
\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
SIGNATURE OF AGENT  
\_\_\_\_\_  
TYPE OR PRINT NAME  
\_\_\_\_\_  
PHONE



**CERTIFICATE OF PUBLIC CONVENIENCE AND  
NECESSITY/A-901 APPROVAL LETTER**

Name: \_\_\_\_\_

Complete Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Certificate Number: \_\_\_\_\_

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

**ATTACH A COPY OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY  
TOGETHER WITH AN ORIGINAL COPY OF A-901 APPROVAL LETTER**



Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

**QUESTIONNAIRE**

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the County of Mercer. **Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.**

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?

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

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3. Has the bidder failed to perform any contract awarded to it by the Mercer County Board of Chosen Freeholders under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

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4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Mercer County Board of Chosen Freeholders in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

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5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.

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6. List the government solid waste collection and disposal services contract(s) that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.

(a) Name of contracting unit;

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(b) Approximate population of contracting unit;

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(c) Term of contract from \_\_\_\_\_ to \_\_\_\_\_

(d) How were materials collected?

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(e) Give location of disposal site or sites and methods used in the disposal of solid waste;

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(f) Name and telephone number of Contract Administrator or official in charge of collection and disposal.

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7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.

**Include Fleet.**

8. Where can this equipment described above be inspected?

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9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.

**Include Separately.**

10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.

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11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.

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12. List the name and address of three credit or bank references.

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13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidders assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.

**Include with bid.**

14. Additional remarks.

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**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:

**REMOVAL AND DISPOSAL OF SOLID WASTE AND RECYCLABLES FROM VARIOUS LOCATIONS IN MERCER COUNTY WITH THE OPTION TO EXTEND TWO (2) YEARS BASED ON THE INDEX RATE**

\_\_\_\_\_  
**(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.

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**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.

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**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

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COMPANY

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PURCHASE ORDER MAILED TO:

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CHECK REMIT TO:

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TELEPHONE

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FAX

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E-MAIL

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**SAFETY PROGRAM CERTIFICATION**

As set forth more fully within the Contract, Specifications and Supplementary Specifications: Bidders certify compliance with all rules and regulations of Federal, State, and local health officials, including Federal, State, and local laws, rules and regulations concerning construction safety and health standards, and OSHA regulations concerning construction safety and health standards. Bidders agree that at the preconstruction meeting, they shall submit a written safety program that meets or exceeds the minimum requirements of this Contract, Specifications and Supplementary Specifications and any/all applicable Federal, State, and local laws, rules and regulations concerning safety and health standards, and OSHA regulations concerning construction safety and health standards. Bidders agree that receipt of the written safety program by the County or by any County official shall not be considered or be construed as approval of the written safety program and shall not be considered a part of the Contract and shall not obligate the County or any County official to carry out the written safety program in any manner. Bidders agree that they are responsible and accountable for all aspects of the above-mentioned written safety program, including, but not limited to, creating, developing, implementing, updating, monitoring, supervising, enforcing, and correcting deficiencies. Bidders agree that they shall defend, indemnify and save harmless the County and any County official from any and all liability from any actions arising directly or indirectly or alleged to arise from the written safety program. Bidders agree that they assume distinct and several risks, whether they arise from acts or omissions, whether negligent or not, of the Bidder (Contractor), subcontractors, suppliers, materialmen, employees, agents, and all others working for the Bidder (Contractor), the County and any County official, with respect to risks of loss or damage to the permanent construction, risks of claims on account of injury, loss or damage, risks of loss to property of those performing the work, risks of claims related to the Bidder's (Contractor's) written safety program (and/or any other Safety and Health Program) including for the benefit of all officers, agents and employees of the County. Bidders agree that the enumeration of risks assumed herein, or within the Contract, Specifications or Supplementary Specifications, shall not be deemed: to limit the effect of any provision related to such risks and claims; to imply that the Bidder (Contractor) assumes or is responsible for risks or claims only of the type enumerated; to limit the risks that the Bidder (Contractor) would assume of the claims for which the Bidder (Contractor) would be responsible in the absence of such enumerations. Bidders agree that no act or omission by the County or any County official, including but not limited to the appearance, conversation(s), monitoring, supervision, inspection of construction progress or quality, aid with respect to any applicable construction task, availability, or photography at or near the construction site for which the bid herein is submitted, shall be considered an affirmative act, assumption of any duty, assumption of any risk, knowledge of Federal, State, or local laws, knowledge of rules and regulations concerning safety and health standards, knowledge of OSHA regulations concerning construction safety and health standards, or otherwise transfer responsibility and accountability for safety or the written safety program at or near the construction site for which the bid herein is submitted from the Bidder (Contractor) to the County or any County official.

I certify and agree to comply with all safety requirements, as set forth here and more fully within the Contract, Specifications and Supplementary Specifications.

**DATE:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

**COUNTY OF MERCER  
APPENDIX A  
LOCATION, CONTAINER SIZE, TYPE AND FREQUENCY**

**TRENTON MERCER AIRPORT**

Airport Control Tower 110 Tower Road South West Trenton, NJ 08628	1 x 3 cu. yd. General waste 1 days/week
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Airport Control Tower 110 Tower Road South West Trenton, NJ 08628	1 x 2 cu. Yd Commingled 1 day/week
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Airport Terminal Bldg. 1100 Terminal Circle Dr. West Trenton, NJ 08628	1 x 3 cu. Yd General waste 2 days/week
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Airport Terminal Bldg. 1100 Terminal Circle Dr. West Trenton, NJ 08628	1 x 6 cu. yd. Commingled 2 days/week
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Airport Maintenance Bldg.10 3 Boeing Avenue West Trenton, NJ 08628	1 x 2 cu. yd. General waste 2 days/week
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Airport Maintenance Bldg.10 3 Boeing Avenue West Trenton, NJ 08628	1 x 3 cu. yd. Commingled 1 day/week
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## **BUILDINGS AND GROUNDS**

Administration Building  
612 & 640 South Broad St.  
Trenton 08611

1x4 cu yd  
Commingled  
1 day/week

Mercer House  
1430 Parkside Avenue  
Ewing Township, NJ 08638

1x4 cu yd  
General Waste  
1 day/week

Elections Warehouse  
1 Johnston Avenue  
Trenton, NJ

1x2 cu yd  
General Waste  
1 day/week

Extension Service  
930 Spruce Street  
Ewing Township, NJ

1x2 cu yd  
General Waste  
1 day/week

Public Works  
300 Scotch Road  
Ewing

1x6 cu yd  
Commingled  
1 day/week

Civil Court House  
175 So. Broad Street  
Trenton, NJ

1 x 10 cu. yd.  
General waste  
3 days/week

Prosecutor's Office  
214 - 220 South Broad St  
Trenton, N.J

1x 2 cu. yd  
General waste  
1 day/week

Prosecutor's Office  
214 - 220 South Broad St  
Trenton, N.J

1 x 96 gal  
Commingled  
1 day/week

**COMPACTORS**

Administration Building  
640 South Broad Street  
Trenton, NJ

30 cubic yard  
1 day/week

**OPEN TOP CONTAINER**

Public Works  
300 Scotch Road  
EwingTownship, NJ 08638

40 cubic yard  
1 day/week

**CORRECTION CENTER**

1750 River Road  
Titusville, NJ 08530  
Annex

**CONTAINERS**

General Waste  
4x30 cubic yard containers (4)  
1 day/week

Commingled Recycling  
2x8 cu yd  
1 day per week

Correction Center Sewer Plant  
1750 River Road – Rt. 29  
Titusville, NJ 08530

1x10 cu. yd.  
General waste  
1 day/week

**COMPACTOR**

34 cu yd  
1 day/week or as needed (monitor)

**DEMPSTER FIRE TRAINING CENTER**

Dempster Fire Training Ctr.  
Lawrence Station Road  
Lawrenceville, NJ

1 x 3 cu. yd.  
General waste  
1 day/week

Dempster Fire Training Ctr.  
Lawrence Station Road  
Lawrenceville, NJ

1 x 2 cu. yd.  
Commingled  
1 day/week

**CONTAINERS**

Dempster Fire Training Ctr.  
Lawrence Station Road  
Lawrenceville, NJ

(2) 10 cubic yard Containers  
General waste  
1 day/week  
Will Call

**PARK COMMISSION**

Mountain View Golf Course Clubhouse 1 x 6 cu. yd.  
Nursery Road General waste  
W. Trenton, NJ 08628 2 days/week  
Tuesday and Thursday

Mountain View Golf Course Clubhouse 2 x 6 cu. yd.  
Nursery Road Commingled  
W. Trenton, NJ 08628 1 day/week  
Tuesday

Mountain View Golf Course Clubhouse 2 x 96 gal  
Nursery Road Commingled  
W. Trenton, NJ 08628 1 day/week  
Monday

Mountain View Garage 1 x 6 cu. yd.  
Bear Tavern Road General waste  
W. Trenton, NJ 1 day/week  
Tuesday

Mountain View Garage 1 x 3 cu. yd  
Bear Tavern Road Commingled  
W. Trenton, NJ 1 day/week  
Thursday

Mercer Oaks Golf Course Clubhouse 1 x 6 cu. yd.  
785 Village Rd., West General waste  
W. Windsor, NJ 2 days/week  
Tuesday and Friday

Mercer Oaks Golf Course Clubhouse 1 x 2 cu. yd.  
785 Village Rd., West Commingled  
W. Windsor, NJ Thursday

Mercer Oaks Garage 1 x 6 cu. yd.  
785 Village Rd., West General waste  
W. Windsor, NJ 1 day/week  
Tuesday

Mercer Oaks Garage 1 x 6 cu. yd.  
Bear Tavern Road Commingled  
W. Trenton, NJ 1 day/week  
Thursday

Park Garage 1 x 3 cu. yd.  
334 So. Post Road General waste  
W. Windsor, NJ 08550 1 days/week

	Tuesday
Park Garage 334 So. Post Road W. Windsor, NJ	1 x 6 cu. yd. Commingled 1 day/week Thursday
Princeton Country Club Clubhouse Wheeler Way Princeton, NJ	1 x 6 cu. yd. General waste 2 days/week Tuesday and Friday
Princeton Country Club Clubhouse Wheeler Way Princeton, NJ	1 x 3 cu. yd. Commingled 1 day/week Wednesday
Central Park Workshop Old Trenton Road W. Windsor, NJ	1 x 8 cu. yd. General waste 2 days/week Tuesday and Friday
Central Park Workshop Old Trenton Road W. Windsor, NJ	1 x 2 cu. yd. Commingled 1 day/week Friday
Marina So. Post Road W. Windsor, NJ	2 x 8 cu. yd. General waste 2 days/week Tuesday and Friday
Marina May 1 thru Oct. 1 Commingled	Commingled 1 x 96 gal. 1 day/week Monday
Howell Farm Hunter Road Titusville, NJ	1 x 3 cu. yd. General waste 1 day/week Tuesday

Howell Farm Hunter Road Titusville, NJ	1 x 2 cu. yd. Commingled 1 day/week Friday
Howell Farm Hunter Road Titusville, NJ	1 x 96 gal. Commingled 1 day/week Wednesday
Howell Farm Hunter Road Titusville, NJ	1 x 3 cu. yd. Commingled 1 day/week Monday
Valley Road Picnic Area Valley Road Lambertville, NJ	1 x 8 cu. yd. General waste 1 day/week Tuesday
June thru September <u>Only</u>	1 x 2 cu. yd. Commingled 1 day/week Friday
Princeton Country Club Picnic Area Wheeler Way Princeton, NJ	1 x 6 cu. yd. General waste 3 days/week Mon, Wed, Fri
Princeton Country Club Picnic Area Wheeler Way Princeton, NJ *During May & October	1 x 2 cu. yd. Commingled 1 day/week Thursday
Skating Center So. Post Road W. Windsor, NJ	2 x 8 cu. yd. General waste 2days/week Tuesday and Friday
Skating Center So. Post Road W. Windsor, NJ	1 x 2 cu. yd. Commingled 1 day/ week Monday
Central Park - East Picnic Dutch Neck-Edinburgh Rd. W. Windsor, NJ	2 x 8 cu. yd. General waste 2 days/week

Tuesday and Friday

Central Park- West Picnic  
Hughes Drive  
W. Windsor, NJ

2 x 8 cu. yd.  
General waste  
2 days/week  
Tuesday and Friday

Equestrian Center 1 x 8 cu. yd.  
Federal City Road  
Pennington, NJ

General waste  
1 day/week  
Monday

Equestrian Center  
Federal City Road  
Pennington, NJ

1 x 96 gal.  
Commingled  
1 day/week  
Monday

Soccer Fields 3-9  
334 S. Post Road  
W. Windsor, NJ

1 x 8 cu. yd.  
General waste  
Tuesday

**CONTAINER**

SKATING CENTER  
South Post Road  
West Windsor, New Jersey

1X20 cu. yd.  
1 day/week  
PULLED ON TUESDAY AND RETURNED BY FRIDAY

**LIBRARY SYSTEM**

Library, Lawrence Branch 2751 Brunswick Avenue Lawrenceville, NJ	1 x 4 cu. yd. General waste 1 days/week
Library, Lawrence Branch 2751 Brunswick Avenue Lawrenceville, NJ	1 x 3 cu. yd. Commingled 1 day/week
Library, Ewing Branch 61 Scotch Road Ewing , NJ	1 x 4 cu. Yd. General Waste 1 day/week
Library, West Windsor Branch 333 North Post Road Princeton Jct., NJ	1 x 96 gal Commingled 1 day/week
Library, West Windsor Branch 333 North Post Road Princeton Jct., NJ	1 x 4 cu. Yd. General waste 1 day/week
Library, Washington Branch 42 Allen - Robbins Road Robbinsville, NJ	1 x 2 cu .yd. General waste 1 day/week
Library, Hickory Corner 138 Hickory Corner Rd. East Windsor, NJ 08520	1 x 2 cu .yd. General waste 1 day/week
Library, Twin Rivers 276 Abbingon Drive East Windsor, NJ 08520	1 x 2 cu .yd. General waste 1 day/week
Library, Hopewell 245 Pennington-Titusville Road Pennington, NJ 08534	1 x 2 cu .yd. General waste 1 day/week
Library, Hopewell 245 Pennington- Titusville Rd Pennington, NJ 08534	1X96 gal. Commingled 1 day/week