

# County of Somerset New Jersey

PO Box 3000 – 20 Grove Street  
COUNTY ADMINISTRATION BUILDING  
SOMERVILLE, NJ 08876-1262

PURCHASING DIVISION  
KAREN L. MCGEE, QPA  
*Purchasing Agent*



PHONE: (908) 231-7043  
Fax: (908) 575-3917

## NOTICE TO BIDDERS #2 SOCCP

The County of Somerset is conducting a voluntary Co-operative Pricing System #2 SOCCP. Sealed bids will be received by the Purchasing Agent acting as Lead Agent on behalf of each participating contracting unit, on **March 10, 2016** at **3:30** pm. prevailing time in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

### **Biodegradable & Recyclable Leaf Bags Contract #CC-0044-15-R**

Specifications and instruction to bidders may be obtained at the Purchasing Office or the County website at [www.co.somerset.nj.us](http://www.co.somerset.nj.us) \*

We store all responses electronically; therefore submit **all pages** of the response on a CD in addition to the printed copies.

\* All Bid Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

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

Karen L. McGee, QPA  
Purchasing Agent

NOTICE- RESULTS OF ALL BIDS ARE POSTED ON THE COUNTY WEB SITE.

## CO-OPERATIVE PRICING CONDITIONS

### **METHOD OF AWARDING CONTRACTS**

Contract(s) of purchase shall be awarded to the lowest responsible bidder(s) as declared by the County of Somerset. The contract awarded between the County of Somerset and the successful vendor(s): (1) shall establish the contractual obligation regarding the specific items, specifications and quantities to be provided to the Lead Agency; and (2) shall also set forth the estimated quantities, together with relevant delivery information, with respect to the Other Agencies, as specified in these specifications. All Other Agencies ordering any materials, supplies or work pursuant to this master contract shall do so by issuance of the appropriate contract between the Other Agency and the vendors, subject to the requirements of the master contract, which may be referred to by reference. No such subsidiary contract issued by another agency shall provide for any deviation from the specifications, price or quality set forth in the master contract pursuant to these specifications.

No vendor shall be required or permitted to extend bid prices to participating contracting units unless so specified in the bids.

The purpose of the master contract with respect to the Lead Agency shall be to establish the specifications and price. The subsidiary contracts, placing the orders with the vendor shall establish the quantities required by each Other Agency within the limits set forth in the master contract. The successful vendor shall invoice each of the Other Agencies, and Other Agencies shall pay the vendor directly. No additional contract will be required with respect to the needs of the Lead Agency as specified in the awarded master contract.

**The undersigned is further willing** to provide the item(s) herein bid upon to Other Agencies in System 2-SOCCP, Somerset County Cooperative Pricing System, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the other participating agencies by separate contract, subject to the overall terms of the master Contract to be awarded by the County of Somerset that no additional service or delivery charges will be levied except as permitted by these specifications.

Michele Bobrowski, RMC	Alexandria, Township of	782 Frenchtown Road	Milford, NJ 08848
Ann Marie Tracy, Clerk	Allamuchy Twp	PO Box A	Allamuchy, NJ 07820
Kathy Arrington, Director Purchasing	Atlantic County	1333 Atlantic Ave., 6th Fl	Atlantic City, NJ 08401
Dwayne M. Harris, Clerk	Atlantic Highlands, Borough	100 First Ave	Atlantic Highlands, NJ 07716
Amy Dellabella, Purchasing Agent	Bayonne, City of	630 Avenue C, Room #23	Bayonne, NJ 07002
Philip Acosta, BA/BS	Bedminster, Bd of Ed	234 Somerville Rd	Bedminster, NJ 07921
Sean McCarthy, QPA	Bedminster, Twp of	One Miller Lane	Bedminster, NJ 07921
Patricia Zwirz, Purchasing Agent	Belmar, Boro of	601 Main St	Belmar, NJ 07719
Dr. Dominic J. Novelli, CCPO, QPA	Bergen County	One Bergen Co Plaza Rm 331	Hackensack, NJ 07601
Janet Gillies QPA, PA	Bergen County Housing Author	One Bergen County Plaza, 2nd Fl	Hackensack, NJ 07601
Gerd Trommer, PA	Berkeley, Twp of	PO Box B	Bayville, NJ 08721
James Rollo, Asst BA	Bernards Twp Public Sch	101 Peachtreet Rd	Basking Ridge, NJ 07920
Francis Decibus, Purchasing Agent	Bernards, Twp of	1 Collyer La	Basking Ridge, NJ 07920
Francis Decibus, Bernards Twp, PA	Bernards, Twp Sewer Authority	1 Collyer La	Basking Ridge, NJ 07920
Jenny Lin, Purchasing	Bernardsville, Boro of	PO Box 158-Municipal Bldg	Bernardsville, NJ 07924-0158
Catherine Adam, Dir	Bethlehem, Twp of	405 Mine Rd	Asbury, NJ 08802
Barbara Emery, CFO	Blairstown, Twp of	PO Box 370	Blairstown, NJ 07825
Sherry Gallagher, Treasurer	Bloomington, Boro of	101 Hamburg Turnpike	Bloomington, NJ 07403
August Greiner, Administrator	Bogota, Borough of	375 Larch Ave	Bogota, NJ 07603
John Kennedy, Admin	Bound Brook, Borough of	230 Hamilton St, Mun Bldg	Bound Brook, NJ 08805-2017
Katherine Attwood, BA/BS	Branchburg Twp Bd of Ed	240 Baird Rd	Branchburg, NJ 08876
Denise Piskowski, Purch Specialist	Branchburg, Twp of	1077 Hwy 202 N.	Branchburg, NJ 08876
Maryann Jusinski, QPA	Brick, Twp of	401 Chambers Bridge Rd	Brick, NJ 08723
Lisa Lau, Administrative Supervisor	Brick Township MUA		
Rose Witt, QPA, Purchasing	Bridgewater, Twp of	100 Commons Way	Bridgewater, NJ 08807
Kathy Gacos, Purchasing Coord	Bridgewater-Raritan Reg Sch	836 Newmans La	Bridgewater, NJ 08807
Chic Raimondi, Dir Mater & Printing	Brookdale Community College	765 Newman Springs Rd	Lincroft, NJ 07738
Sharon Brauckmann, PA	Burlington County	49 Rancocas Road, PO Box 6000	Mt. Holly, NJ 08060-6000
Joseph Sabatini, Township Manager	Byram Twp	10 Mansfield Dr	Stanhope, NJ 07874
Anna Marie Wright, QPA	Camden County	520 Market St, 17th Fl Cthouse	Camden, NJ 08102-1375
John Pacelli, Dir P.W.	Chatham Twp	405 Southern Blvd	Chatham, NJ 07928
John Pacelli CPWM, Manager	Chatham, Boro of	54 Fairmont Ave	Chatham, NJ 07928
John Cataldo, Supv Bldgs & Gr	Chathams, School District of	54 Fairmount Ave	Chatham, NJ 07928
Catherine Hammel, Finance	Chester, Boro of	50 North Road	Chester, NJ 07930
Mary Edwards, Deputy Clerk	Chester, Twp of	1 Parker Rd	Chester, NJ 07930
John Laezza, Business Admin	Clark, Twp of	430 Westfield Ave	Clark, NJ 07066
Robyn Esposito, RPPS, Purchasing	Clifton, City of	900 Clifton Ave	Clifton, NJ 07013
Kathy Olsen, CFO-Tax Collector	Clinton, Town of	PO Bx 5194, 43 Leigh St	Clinton, NJ 08809
Jonathan M. DeJoseph, CMFO, QPA	Closter, Borough of	295 Closter Dock Road	Closter, NJ 07624
Acting Administrator	Cranford, Twp of	8 Springfield Ave	Cranford, NJ 07016
Kevin McGahey, Purchasing Agent	Cumberland County	790 E Commerce St	Bridgeton, NJ 08302

Matthew O'Brien, Supervisor B&G	Delaware Valley Reg HS	19 Senator Stout Rd	Frenchtown, NJ 08825
Darlene Price, Purchasing Agent	Denville, Twp of	1 St Mary's Place	Denville, NJ 07834
William Robins, Municipal Clerk	Dunellen, Boro of	355 North Ave	Dunellen, NJ 08812
Tim Matheny, Administrator	East Amwell Twp	1070 Rt 202/31	Ringoes, NJ 08551-1051
Daniel Losik, Assist Dir Parks & PW	East Brunswick, Twp of	4 Harts La	East Brunswick, NJ 08816
Kenneth Huelbig, CFO	East Hanover, Twp of	411 Ridgedale Ave	East Hanover, NJ 07936
Deborah Muscara, Business Admin	East Hanover Twp School Dist	20 School Avenue	East Hanover, NJ 07936
Frank Cannella, Jr, Dir DPW	Eatontown, Boro of	47 Broad St	Eatontown, NJ 07724
Carlos Alma, Oper Mgr	Elizabeth Parking Authority	233 Commerce Pl	Elizabeth, NJ 07201
Christine Veneruso, Purchasing	Elizabeth, City of	50 Winfield Scott Plaza	Elizabeth, NJ 07201
Francine Paserchia, Boro Clerk	Essex Fells, Boro of	255 Roseland Ave	Essex Fells, NJ 07021
James Jorgensen, QPA	Essex, County of	465 Dr Martin Luther King Jr Blvd	Newark, NJ 07102
Joseph Tobens, CEFM	Evesham Twp Bd of Ed	129 E Main St	Marlton, NJ 08053
Jeremy Hreben, Golf Course Super	Evesham, Twp of	115 So Elmwood Rd	Marlton, NJ 08053
Charlie Hoffman, Parks & Rec Dir	Fair Haven, Borough of	748 River Rd	Fair Haven, NJ 07704
Eleanor McGovern, Admin/Clerk	Fanwood, Boro of	75 Martine Ave., No.	Fanwood, NJ 07023
Dorothy Hicks, Clerk	Far Hills, Borough of	6 Prospect St, PO Box 249	Far Hills, NJ 07931
Rebecca Newman, Clerk	Flemington, Boro of	38 Park Ave	Flemington, NJ 08822
Stephanie Voorhees, BA/BS	Flemington-Raritan Reg Sch Dist	50 Court St	Flemington, NJ 08822
Carl Ganger, Jr., Purch Agent	Florham Park, Boro of	111 Ridgedale Ave	Florham Park, NJ 07932
Soulmaz Khojasteh, Exe Director	Franklin Twp, Sewer Authority	70 Commerce Dr	Somerset, NJ 08873-3470
Joyce Miller, Purchasing Agent	Franklin, Twp of	475 DeMott La	Somerset, NJ 08873-2737
January Adams, Dir	Franklin, Twp Public Library	485 Demott La	Somerset, NJ 08873
John Calavano, Bd Sec	Franklin, Twp Public Sch	1755 Amwell Rd	Somerset, NJ 08873
Mary Tufano, Purchasing	Freehold Twp	One Municipal Plaza	Freehold, NJ 07728-3099
Brenda Kleber, Clerk	Frelinghuysen, Twp	210 Main Street	Johnsonburg, NJ 07825
Christina Ariemma, Admin/Clerk	Garwood, Boro of	403 South Ave	Garwood, NJ 07027
Patricia Frontino, MC	Glassboro, Boro of	1 South Main Street	Glassboro, NJ 08028
Peter Mercante QPA, PA	Gloucester, County of	PO Box 337	Woodbury, NJ 08096
Gregory Brennan, BA/BS	Green Brook Twp Bd of Ed	132 Jefferson Ave	Green Brook, NJ 08812-2501
Cathy Belli, QPA	Green Brook, Twp of	111 Greenbrook Rd	Green Brook, NJ 08812-2501
Watson Perigo, PW Manager	Green Township	150 Kennedy Rd	Tranquility, NJ 07879
Kristine Demay, Asst. Business Mgr	Hackensack, Bd of Ed	192 Second Street	Hackensack, NJ 07601
James Mangin, CFO	Hackensack, City of	65 Central Avenue	Hackensack, NJ 07601
Donald Ragazzo, Purchasing Agent	Hamilton, Twp of	2090 Greenwood Ave	Hamilton, NJ 08650
David Leo, Asst Twp Engineer	Hanover, Twp of	1000 Rt 10, PO Bx 250	Whippany, NJ 07981-0250
Tracy Toribio, DPW, Superintendent	Harding Twp	PO Box 666	New Vernon, NJ 07976
Thomas Campbell, CPWM	Hardwick Twp	40 SpringValley Rd	Hardwick, NJ 07825
Courtney Morrow, Deputy Registrar	Harmony Twp	3003 Belvidere Rd	Phillipsburg, NJ 08865
Bonnie Fleming, Tax Collector/CFO	High Bridge, Boro of	71 Main St	High Bridge, NJ 08829
Frank Troy, DPW Foreman, Recyc	Highland Park, Boro of	444 Valentine St	Highland Park, NJ 08904

Beth Martello, Purchasing Asst	Hillsborough Twp Bd of Ed	379 So Branch Rd	Hillsborough, NJ 08844
Scott Lynn, Asst. Exec. Dir.	Hillsborough, Twp MUA	PO Box 5909	Hillsborough, NJ 08844
Rich Resavy, Director of Public Works	Hillsborough, Twp of	21 East Mountain Road	Hillsborough, NJ 08844
Jonathan DeJoseph, CMFO-Admin	Hillsdale Boro	380 Hillsdale Ave	Hillsdale, NJ 07642
Alan Turdo, DPW Super	Holland Twp	131 Spring Mills Rd	Milford, NJ 08848
Denise Fritz, Purchasing Agent	Holmdel, Twp of	4 Crawford's Corner Rd	Holmdel, NJ 07733
Robert Elia, Administrator	Hopatcong, Boro of	111 River Styx Rd	Hopatcong, NJ 07843
Nancy Canto, Purchasing Agent	Hopewell Twp of, Mercer County	201 Washington Crossing	Titusville, NJ 08560-1410
Michele Hovan, Admin/Clerk	Hopewell, Boro of	4 Columbia Ave	Hopewell, NJ 08525
Estitta Bushkin, QPA	Howell, Twp of	PO Box 580	Howell, NJ 07731
Maria Mercurio	Hudson County	567 Pavonia Ave, 1st Fl	Jersey City, NJ 07306
Ray Krov, SBA/BS	Hunterdon Central Reg High Sch	84 Route 31	Flemington, NJ 08822
John Davenport III, QPA	Hunterdon, County of	71 Main St, Bldg 1, PO Box 2900	Flemington, NJ 08822-2900
Nancy Szymanski, Transportation Dir	Hunterdon County ESC	2026 Route 31 N, Suite 7	Glen Gardner, NJ 08826
Michele Bado, Purchasing Div	Jackson, Twp of	95 W Veterans Hwy	Jackson, NJ 08527
Bill Eagen, CFO	Jefferson, Twp of	1033 Weldon Rd	Lake Hopatcong, NJ 07849
Kim Gonzales, Purchasing/Finance	Keansburg, Boro of	29 Church St	Keansburg, NJ 07734
Gerry Kerr, DPW Super	Kearny, Town of	402 Kearny Ave	Kearny, NJ 07032
John Whitehead, Superintendent	Kinnelon, Boro of	130 Kinnelon Rd	Kinnelon, NJ 07405
Brian Peck, DPW Supervisor	Knowlton, Twp of	628 Rt 94	Columbia, NJ 07832
Diane Russo, Admin Assist	Lakeland Regional High Sch	205 Coklintown Rd	Wanaque, NJ 07465
Karen Sandorse, Municipal Clerk	Lebanon, Twp of	530 West Hill Rd	Glen Gardner, NJ 08826
Steve Romanowitch, DPW	Liberty, Twp of	349 Mountain Lake Rd	Great Meadows, NJ 07838
Tom Piorkowski	Lincoln Park, Boro of	34 Chapel Hill Rd	Lincoln Park, NJ 07035
Mary Richers, Purchasing	Linden Roselle Sewerage Auth	5005 So Wood Ave	Linden, NJ 07036
Anne Marie Whelan, Purchasing	Linden, City of	301 N Wood Ave	Linden, NJ 07036
Karen Sullivan, Purchasing Manager	Livingston, Twp of	357 So Livingston Ave	Livingston, NJ 07039
Debra Thompson, Clerk 3	Long Beach Twp of	6805 Long Beach Blvd	Beach Haven Crest, NJ 08008
David Spaulding, Purchasing Agent	Long Branch, City of	344 Broadway	Long Branch, NJ 07740
Tom Sweeney, Super of Roads	Long Hill Twp	915 Valley Rd	Gillette, NJ 07933
Margaret Dilts, Municipal Clerk	Lopatcong Twp	232 S. Third St	Phillipsburg, NJ 08865
Linda Sawyer, Confidential Asst	Madison, Boro of	50 Kings Rd	Madison, NJ 07940
Rose Lafergola, Purchasing Agent	Manalapan, Twp of	120 Route 522	Manalapan, NJ 07726
Veronica Wolf, BA/Board Secretary	Manalapan-Englishtown Reg Sch	54 Main St	Englishtown, NJ 07726
John Keynton, Senior Parks	Manasquan, Boro of	201 E Main St	Manasquan, NJ 08736
Jodi L. Pellicano, RMC	Manchester, Township	1 Colonial Drive	Manchester, NJ 08759
Gary Garwacke, Administrator	Manville, Boro of	325 No Main St	Manville, NJ 08835
Michelle Moorhouse, QPA	Marlboro Twp Administration	1979 Township Dr	Mrlboro, NJ 07746
Tom Richards, Business Admin	Maywood, Boro of	15 Park Ave	Maywood, NJ 07607
Lisa Smith, Admin Asst	Mendham, Boro of	37 Ironia Road	Mendham, NJ 07945
Dave Read, Sr, Supt of PW	Mendham, Twp of	PO Box 520	Brookside, NJ 07926

Marcella Covello, Purchasing Agent	Mercer County	640 So. Broad St, PO Bx 8068	Trenton, NJ 08650-0068
Tonya Hubosky, Purchasing	Middlesex Boro of	1200 Mountain Ave	Middlesex, NJ 08846
Marc Boyler, Spec Writer	Middlesex County	75 Bayard St, 3rd Fl Admin Bldg	New Brunswick, NJ 08901
Jason Gabloff, CFO	Millburn, Twp of	375 Millburn Ave	Millburn, NJ 07041
Raymond Heck, Mayor	Millstone, Boro of	23 Amwell Rd	Millstone, NJ 08844
Kathleen Marsico, Secretary	Monmouth Co Voc Sch District	400 Kozloski Rd, PO Bx 5033	Freehold, NJ 07728
Gerri Popkin, Dir of Purchasing	Monmouth County	300 Halls Mill Rd	Freehold, NJ 07728
Abby Goldman, Purchasing	Monroe, Twp of	1 Municipal Plaza	Monroe Twp, NJ 08832
Ann Marie Campbell, Purch Assist	Montgomery Twp Bd of Ed	1014 Rt 601	Skillman, NJ 08558
Sue Weidenfeller	Montgomery, Twp of	Municipal Bldg, 2261 Rt 206	Belle Mead, NJ 08502
Patricia Hunt, RMC	Moorestown, Twp of	111 West Second Street	Moorestown, NJ 08057
James Abline, QPA, Purchasing	Morris County	PO Bx 900, 10 Court St	Morristown, NJ 07963-0900
Lucille Favale	Morris County Housing Authority	99 Ketch Rd	Morristown, NJ 07960
Peggy Smith, Business Analyst	Morris School District	31 Hazel St	Morristown, NJ 07960
Joane Kearns, Purchasing Manager	Morris, County College of	214 Center Grove Rd	Randolph, NJ 07869-2086
Karen, Carman, Purchasing Agent	Morris, Twp of	50 Woodland Ave, PO Bx 7603	Convent Sta, NJ 07961-7603
Erik Hammerdahl, Dir Property Srv	Morris-Union Jointure Comm	217 Mountain View Rd	Warren, NJ 07059
Linda DeSantis, RMC, CMR	Mount Arlington Borough	419 Howard Blvd	Mt. Arlington, NJ 07856
Tim Quinn, DPW Director	Mt Olive Twp	204 Flanders-Drakestown Rd	Budd Lake, NJ 07828
Donna Caputo, Recycling Coord.	New Brunswick, City	400 Jersey Avenue	New Brunswick, NJ 08901
James Johnston, Dir of PW	New Providence, Boro of	360 Elkwood Ave	New Providence, NJ 07974
Debra Millikin, Deputy Mgr/QPA	Newton, Town of	39 Trinity St	Newton, NJ 07860
Susan Press, Business Admin	No Hunterdon-Voorhees Reg HS	1445 Rte 31 So	Annandale, NJ 08801
Donald Sternberg, BA	No Plainfield, Bd of Ed	33 Mountain Ave	No Plainfield, NJ 07060-5315
David Hollod, Admin	No Plainfield, Boro of	263 Somerset St	No Plainfield, NJ 07060
Justine Progebin, Assist Bus Admin	North Brunswick, Twp of	710 Hermann Rd	No Brunswick, NJ 08902
Beverly Fiore, Purchasing	Nutley, Twp of	1 Kennedy Dr	Nutley, NJ 07110
Theresa Edgar, RPPS, Purchasing	Ocean Co Vo-Tech School	137 Bey Lea Rd	Toms River, NJ 08753
Andrew Brannen, Twp Manager	Ocean, Twp of	399 Monmouth Rd	Oakhurst, NJ 07755
Joseph S. Clark	Ocean City, City of	861 Asbury Ave, Room 203	Ocean City, NJ 08226
Dawn Kronowski, Purchasing Mgr	Old Bridge, Twp of	1 Old Bridge Plaza	Old Bridge, NJ 08857
Sheila Oberly, RMC, CMR	Oxford Twp	11 Green St	Oxford, NJ 07863
Mike Hardie, Purchasing Dir	Parsippany-Troy Hills, Twp of	1001 Parsippany Blvd	Parsippany, NJ 07054
Janet McDaniel, Chief of Admin Svs	Passaic County Bd of Soc Svs	80 Hamilton St	Paterson, NJ 07505
Doris Dudek, Dir of Purchasing	Passaic, City of	330 Passaic St	Passaic, NJ 07055
Caroline Herrmann, Sr Acct Clerk	Passaic, County of	495 River St	Paterson, NJ 07524
Robin Collins, Clerk/Administrator	Peapack/Gladstone, Boro of	1 School St, PO Box 218	Peapack, NJ 07977-0218
Gary Muska, Purchasing Agent	Perth Amboy, City of	City Hall- 260 High St	Perth Amboy, NJ 08861
Guy Gaspari, Asst Dir of PW	Piscataway, Twp of	505 Sidney Rd	Piscataway, NJ 08854
Cindy Lea Weber, Purchasing Agent	Plainfield, City of	515 Watchung Ave	Plainfield, NJ 07060
Gary Ottmann, Business Admin	Plainfield, City of, Bd of Ed	1200 Myrtle Ave	Plainfield, NJ 07063

Maureen Rice-Tucci	Plainsboro, Twp of	641 Plainsboro Rd	Plainsboro, NJ 08536
Andrew Coppolla	Pohatcong, Twp of	50 Municipal Dr	Phillipsburg, NJ 08865
Gina Holmes, Public Works	Rahway, City	1 City Hall Drive	Rahway, NJ 07065
Maryanne Emmel, Purchasing Super	Randolph Twp Schools	25 School House Rd	Randolph, NJ 07869
Liz Crescibene, RPPO, QPA	Randolph, Twp of	502 Millbrook Ave	Randolph, NJ 07869
Lester Miller, Dir Purchasing	Raritan Vall Comm College	PO Bx 3300	Somerville, NJ 08876
Daniel Jaxel, Administrator	Raritan, Boro of	22 First St	Raritan, NJ 08869
Dirk Struening, Superintendent of PW	Raritan, Twp of	204 Pennsylvania Ave	Flemington, NJ 08822-3446
Vita Mekovetz, RMC/MMC/RPPO	Readinton Twp	509 Route 523	Whitehouse Sta, NJ 08889
Ken Bovasso, Purchasing Coordinator	Ridgewood Public Schools	49 Cottage Place	Ridgewood, NJ 07451
Patricia Seger, Asst Bus Admin	Rockaway Twp	540 Green Pond Rd	Rockaway, NJ 07866
Donna Griffiths, Clerk	Rocky Hill, Boro of	PO Box 188	Rocky Hill, NJ 08553
Kelvin White, Facility Manager	Roselle Bd of Ed	710 Locust St	Roselle, NJ 07203
Dina Pereira, Asst Treasurer	Roselle Park, Boro of	110 E Westfield Ave	Roselle Park, NJ 07204-2083
Bryan Russell, QPA Purchasing Agnt	Roselle, Boro of	210 Chestnut St	Roselle, NJ 07203
Elyse Barone, Recycling Coord	Sayreville, Boro of	167 Main St	Sayreville, NJ 08872
Kevin Thompson, DPW Super	Sea Girt, Boro	612 Philadelphia Blvd	Sea Girt, NJ 08750
Sandra D'Arzent	Secaucus, Town of	Municipal Government Ctr	Secaucus, NJ 07094
Mary Sue Felice, QPA	So Amboy, City of	140 No Broadway	So Amboy, NJ 08879
Donald Kazar, Clerk	So Bound Brook, Boro of	12 Main St-Municipal Bldg	So Bound Brook, NJ 08880
Karolyn Telyczka, Accountant	Social Services, Board of	PO Bx 936, 73 E High St	Somerville, NJ 08876
Jeff Siipola, Business Admin.	Somerset Cty Ed Srv Commiss	PO Bx 68, 12 E. Somerset St	Raritan, NJ 08869
Yvonne Childress	Somerset Cty Improve Authority	PO Box 3000	Somerville, NJ 08876
Pierce Frauenheim, Dep Dir Pk Mt	Somerset Cty Park Commission	PO Box 5327	No Branch, NJ 08876
Diane Strober	Somerset Cty Voca Bd of Ed	Voca Sch, N Bridge & Vogt Dr	Bridgewater, NJ 08807
Nancy Hunter, SBA/Bd Secretary	Somerset Hills Bd of Ed	25 Olcott Ave	Bernardsville, NJ 07924
Peter Wozniak, CFO	Somerset Raritan Valley Sewer	Polhemus La., PO Bx 6400	Bridgewater, NJ 08807-0400
Bryan Boyce, BA/BS	Somerville, Bd of Ed	51 W Cliff St	Somerville, NJ 08876
Pete Hendershot, PW Mgr	Somerville, Boro of	25 West End Ave	Somerville, NJ 08876-1800
Lori Siemon, Admin Asst	South Brunswick Bd of Ed	PO Box 181	Monmouth Junct, NJ 08852
Robert Mitchell, Purchasing Agent	South Brunswick, Twp of	540 Ridge Rd	Monmouth Junction, NJ 08852
Ellen Malgieri QPA, Purchasing Agent	South Orange Village, Twp	101 So Orange Ave	So Orange, NJ 07079
Robert Cappaarelli, DPW Gen Super	South Plainfield, Boro of	405 Spicer Ave	So Plainfield, NJ 07080
Patricia O'Connor, Clerk	South River, Boro	48 Washington Street	South River, NJ 08882-1247
Grant Rome, CFO/QPA	Sparta, Twp of	65 Main St	Sparta, NJ 07871
John Mayer, Dir of Public Works	Spotswood, Boro of	77 Summerhill Rd	Spotswood, NJ 08884
Nicola Reid, Purchasing Agent	Stafford Twp	260 E Bay Ave	Manahawkin, NJ 08050
Scott Olsen, Treasurer/CFO/PA	Summit, City of	City Hall, 512 Springfield Ave	Summit, NJ 07901
Nicholas Saros, Municipal Manager	Teterboro, Boro of	510 Rt 46 West	Teterboro, NJ 07608
Judith Parillo, RPPS	Tewksbury, Twp of	169 Old Turnpike Rd	Califon, NJ 07830
Shanon Rathyen, Purchasing Agent	Tinton Falls, Boro of	556 Tinton Ave	Tinton, NJ 07724



Richard MacDonald QPA, PA	Toms River MUA	340 W Water St	Toms River, NJ 08753
Gail Catinia, Purchasing Agent	Toms River, Twp of	33 Washington St	Toms River, NJ 08753
Isabel Garcia, QPA	Trenton, City of	319 East State Street, 1 <sup>st</sup> Floor	Trenton, NJ 08608
Sandra Auld, Director of Purchasing	Union County College	1033 Springfield Ave	Cranford, NJ 07016
Stephen Zurka, Transportation Coor	Union Twp Board of Education	2369 Morris Ave	Union, NJ 07083
Grace Brennan, Mun Finance Officer	Union Twp, Hunterdon County	140 Perryville Rd	Hampton, NJ 08827
Maryann Saunders, Purchasing	Union, County of	10 Elizabethtown Plaza	Elizabeth, NJ 07207
Eileen Birch, Twp Clerk	Union, Twp of	1976 Morris Ave	Union, NJ 07083
Dave Pullis, Dir PW	Vernon Twp	21 Church St, PO Bx 340	Vernon, NJ 07462
Noreen Jones, Asst Twp Engineer	Verona, Twp of	10 Commerce Ct	Verona, NJ 07044
Annette Amoroso, CMFO	Wall, Township of	2700 Allaire Road, PO Box 1168	Wall, NJ 07719-1168
Chris Pessolano, Dir Purchasing	Warren County	Rt 519 So, 165 County Rd	Belvidere, NJ 07823-1949
Christopher Guida, Exec Dir	Warren County MUA	199 Foul Rift Rd, PO Bx 159	Belvidere, NJ 07823
Jeff Long, CFO	Warren County Pollution Contr	500 Mt Pisgah Ave, PO Bx 587	Oxford, NJ 07863-0587
Lois Harold, Asst Purch	Warren, Twp of	46 Mountain Blvd	Warren, NJ 07059-0695
Marne Angarola	Warren, Twp Schools	213 Mt Horeb Rd	Warren, NJ 07059
Debbie Catapano, Auth Secretary	Warren, Twp Sewerage Author	46 Mountain Blvd	Warren, NJ 07059
Scott Frech, DPW Super	Washington Twp	43 Schooley's Mtn Rd	Long Valley, NJ 07853
E. Jill Waller, Executive Secretary	Washington Twp MUA	46 E Mill Rd	Long Valley, NJ 07853
Matthew Cavallo, MPA,QPA,RMC	Washington Twp, Bergen Co	350 Hudson Avenue	Washington Twp, NJ 07676
Richard Sheola	Washington, Boro of	100 Belvidere Ave	Washington, NJ 07882-1426
Peter de Boer, Administrator	Washington, Twp of	211 State Route 31 North	Washington, NJ 07882
Eric Schwartz, Dir Bldg & Grounds	Watchung Bd of Ed	One Dr. Parenty Way	Watchung, NJ 07069
Tim Stys, SBA/Bd Sec	Watchung Hills Reg High Sch	108 Stirling Rd	Warren, NJ 07059
Victoria Rousseau, PW Assist.	Watchung, Boro of	Municipal Bldg, 15 Mountain Blvd	Watchung, NJ 07069
Neal Bellet, Business Administrator	Wayne Twp	475 Valley Rd	Wayne, NJ 07470
Maria Cironi, Secretary	Wayne Twp Schools	50 Nellis Dr	Wayne, NJ 07470
Lora Olsen, Twp Clerk	West Amwell Twp	150 Rocktown-Lambertville Rd	Lambertville, NJ 08530
Mary Lucia, Secretary to BA/BS	West Morris Reg High Sch Dist	10 South Four Bridges Rd	Chester, NJ 077930
Vickie Felix, Office Manager	West Windsor Township	70 Southfield Road	West Windsor, NJ 08550
Toni Dubaniewicz, QPA	West Windsor-Plainsboro BOE	505 Village Road W	W Windsor, NJ 08550
Kathy Dominic, Purchasing Agent	Westfield Bd of Ed	303 Elm St	Westfield, NJ 07090
James Gidea, Town Admin	Westfield, Town of	425 E Broad St	Westfield, NJ 07090
Scott Hutchins	Wharton, Borough of	10 Robert Street	Wharton, NJ 07885
Linda Berger, QPA	Willingboro, Twp of	One Salem Rd	Willingboro, NJ 08046
Kevin Galland, Administrator	Woodland Park, Boro of	5 Brophy La	Woodland Park, NJ 07424
Robert Shannon Jr, PA	Wyckoff, Twp	Memorial Town Hall	Wyckoff, NJ 07481



**COUNTY OF SOMERSET  
GENERAL INSTRUCTIONS**

**1. SUBMISSION OF BIDS**

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
- (1) addressed to the Purchasing Agent
  - (2) bearing the name and address of the bidder on the outside
  - (3) clearly marked "BID" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid.
  - (4) We are now storing all responses electronically; therefore submit all pages of the response on a CD in addition to the printed copies.**
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. The County reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. Multiple Bids Not Accepted  
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.
- F. The Somerset County Park Commission is to be considered an agency of the County entitled to participate in the contract(s) resulting from this bid.

**2. BID SECURITY**

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 as prescribed by law. 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 statute. Failure to submit required guarantee shall be cause for 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 statute.

Failure to submit this shall be cause for rejection of the bid.

C.  **PERFORMANCE BOND**

Successful 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.

**3. QUOTATIONS, BIDS AND FORMS**

- A. (1). The County of Somerset is exempt from any local, state or federal sales, use or excise tax. Somerset County will not pay service charges such as interest and late fees.  
(2). The County of Somerset or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications. The County is rated by:  
Standard & Poor's Ratings Group: AAA  
Moody's Investors Services: Aaa  
Dun and Bradstreet
- B. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. *Estimated Quantities* (Open-Ended Contracts, Purchase as Needed) 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 Statute. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*
- E. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contract F.O.B. destination and placement as designed by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.
- G. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*

**4. INTERPRETATIONS AND ADDENDA**

- A. 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.
- B. 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.
- C. 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 as 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.
- D. 1. 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.  
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

**5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS**

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

**6. AWARD OF BID**

- A. The County reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the County to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The County further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the County. Without limiting the generality of the foregoing, the County reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the County may then, at its option, accept the bid of the next lowest responsible bidder.
- E. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this 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 this contract.
- F. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

**7.  NEW JERSEY PREVAILING WAGE ACT (When Applicable)**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the

aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html).

**8.  THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

N.J.S.A. 34 :11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34 :11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34 :11-56.25(5) ). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds... "
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html). N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

**9. NON-COLLUSION AFFIDAVIT**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

**10. NON-DISCRIMINATION**

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

**11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE**

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE EEO/AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT

A. Procurement, Professional and Service Contracts

All successful vendors must submit prior to an award of the contract one of the following:

- (1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- (2) A photocopy of their State Certificate of Employee Information Report, or
- (3) A photocopy of completed Affirmative Action Employee Information Report:  
AA302- Available on-line at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

**12. 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.).

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. Further, all applicable documentation must be furnished.

**13. STATEMENT OF CORPORATE OWNERSHIP**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. 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. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

**14. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

**15. INSURANCE AND INDEMNIFICATION**

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner 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 accident, 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 owner 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 owner 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, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

#### **A. Insurance Requirements**

##### **Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

##### **General Liability Insurance**

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

##### **Automobile Liability Insurance**

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

#### **B. Certificates of the Required Insurance**

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

#### **C. Indemnification**

Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

Somerset County will not accept Mutual Limitation of Liability terms.

#### **16. PAYMENT**

Payment will be made after a properly executed County voucher has been received and formally approved on the voucher list by the Board of Chosen Freeholders at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

#### **17. TERMINATION**

##### **A. DEFAULT**

Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the County. The County may terminate the contract upon 30 days' written notice to the Contractor. The County shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

**B. UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

The County may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the contractor.

**C. TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the County has determined the Contractor has failed to remedy the problem after being forewarned.

**D. TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.

**18. INDEMNIFICATION:**

The Contractor agrees to indemnify and save harmless the County, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorney's' fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

**19. ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

**20.** Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

**21.** Bidders shall not write in margins or alter the official content or requirements of the County bid documents.

**22. SPECIFICATIONS**

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.

**23. OWNERSHIP OF MATERIAL**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.



- 24. AMENDMENTS TO N.J.S.A. 2C: 21-33 et. seq. "TRUTH IN CONTRACTING"**  
New provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.
- 25. N.J. BUSINESS REGISTRATION PROGRAM**  
Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link:  
<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.
- 26. "PAY TO PLAY" – NOTICE OF DISCLOSURE REQUIREMENT – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)**
1. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
  2. Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year.
  3. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at [www.elec.state.nj.us](http://www.elec.state.nj.us).
  4. If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700
- 27. NON-ALLOCATION OF FUNDING TERMINATION**  
Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.
- 28. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS**  
Public funds may be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.
- 29. FIRM FIXED CONTRACT**  
  
This is a firm fixed contract, prices firm, FOB County locations. No price escalation. The vendor shall void the contract and permit the County to solicit open market pricing should any price increase or surcharge be imposed.
- 30. W-9**  
Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to 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)
- 31. HIPAA (If Applicable)**  
Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the County harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

**32. PUBLIC EMERGENCY**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the County opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the County may solicit the goods and/or services from any bidder on this contract.

**33. SOURCE OF SPECIFICATIONS/BID PACKAGES**

Official County bid packages for routine goods and services are available from [www.co.somerset.nj.us](http://www.co.somerset.nj.us) 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. The County is not responsible for third party supplied specifications

**34. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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.

**35. CONTRACT TERM:**

Year One (4/12/2016 – 3/31/2017)

Year Two (4/1/2017 – 3/31/2018)

## **SPECIFICATIONS**

### **Intent**

The County of Somerset as the lead agency for the 250+ cooperative members of the Somerset County Co-operative Pricing System #2-SOCCP is soliciting bids for Biodegradable & Recyclable Leaf Bags to supply local agencies (cities, towns, boroughs, townships and school districts, etc.) with curbside collection refuse bags.

### **General Requirements**

Cooperative members responding to a survey have expressed a need for approximately 770,000 bags. Many have not responded and the true need may be substantially higher. The County however, makes no guarantee or assurances to bidders that any purchases will be made from this bid by any cooperative member. Bidder hereby waves any claim for damages by reason of any change (increase or decrease) in the quantities shown in this bid.

Somerset County will not directly purchase these bags, and no County funds are expected to be appropriated under this contract.

### **PRICE:**

**Bidders shall bid on a per bag unit price.**

Prices must be net and must include all delivery and freight charges. Prices are to be F.O.B. destination only.

Each local agency will be responsible for its own delivery points, orders and invoices. Successful bidder is instructed to deal individually with the local agencies on these matters.

### **REPORTING:**

An annual report listing all quantities ordered from each Municipality under this Co-op contract shall be submitted to the Somerset County Purchasing Division at the end of each contract year.

### **DELIVERY:**

A minimum of a 24 hour notification of delivery to the participating local agency shall be given.

### **IMPRINTING:**

A local agency may consider imprinting their name or logo on the leaf bags as an additional charge. Imprinting costs shall be provided on the bid proposal form.

### **QUESTIONS:**

Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. No oral interpretation of the meaning of the specifications will be made to any bidder.

**Detail Requirements:**

Biodegradable & Recyclable Unprinted Leaf Bags – Measuring 16” x 12” x 35”, self-standing, square bottom, self-opening, flat bottom – 2 Ply 50# wet strength Kraft paper.

The bidder shall identify the brand name of the leaf bag that is being bid on the proposal cost form.

The following cooperative members intend to utilize the resultant contract to purchase leaf bags. This is not a commitment for an order. Term of contract is for two years, contingent upon the local agency’s availability of funds.

Any contract resulting from this bid solicitation may be extended to additional cooperative members, by mutual agreement between the vendor and cooperative members. A complete list of the Somerset County Co-op members is included with this bid package.

<b>Municipality</b>	<b>Location for Delivery</b>
Borough of Middlesex	1200 Mountain Avenue, Middlesex, NJ 08846
Township of Verona	10 Commerce Ct., Verona, NJ 07044
Township of Piscataway	505 Sidney Rd., Piscataway, NJ 08854
Borough of Highland Park	444 Valentine St., Highland Park, NJ 08904
City of Trenton	707 Calhoun Street, Trenton, NJ 08618
Borough of Spotswood	1 Third Street, Spotswood, NJ 08884
Borough of Madison	John Avenue, Madison, NJ 07940
Township of Edison	101 Truman Drive, Edison, NJ 08817
City of Perth Amboy	599 Fayette Street, Perth Amboy, NJ 08861
Borough of Sayreville	3775 Bordentown Ave., Sayreville, NJ 08872



**COUNTY OF SOMERSET  
BID DOCUMENT CHECKLIST**

Required With Bid		Read, Signed & Submitted Bidder's Initial
<b>A.</b>	<b><u>FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID</u></b>	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Questionnaire	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input type="checkbox"/>	Bid Guarantee (bid bond or certified/cashier's check)	_____
<input type="checkbox"/>	(with Power of Attorney for full amount of Bid Bond)	_____
<input type="checkbox"/>	Consent of Surety (Certificate from Surety company)	_____
<input type="checkbox"/>	Surety Disclosure Statement and Certification	_____
<input type="checkbox"/>	Performance Bond	_____
<input type="checkbox"/>	Maintenance Bond	_____
<input type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
<input type="checkbox"/>	Other:	_____
<b>B.</b>	<b>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</b>	
<input checked="" type="checkbox"/>	Business Registration Certificate – Bidder (Prefer with Bid Response - no later than Contract Award)	_____
<input type="checkbox"/>	Business Registration Certificate – Designated Subcontractor(s)	_____
<input type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid)	_____
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran – (With Bid Response)	_____
<input checked="" type="checkbox"/>	Certificates of the Required Insurance – (Due at time Signed Contracts are Returned to Purchasing)	_____
<b>C.</b>	<b><u>FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION</u></b>	
<input type="checkbox"/>	Three (3) references for similar projects	_____
<input type="checkbox"/>	Authorization for Background Check	_____
<input type="checkbox"/>	Catalog/Price List	_____
<input type="checkbox"/>	Product Samples	_____
<input type="checkbox"/>	Certification of Available Equipment	_____
<input checked="" type="checkbox"/>	Other: CD with PDF of Bid Response along w/Printed Copies (ref page 1)	_____
<b>D.</b>	<b><u>READ ONLY</u></b>	
	Americans With Disability Act of 1990 Language	_____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

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

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**COUNTY OF SOMERSET  
 BIODEGRADABLE & RECYCLABLE LEAF BAGS  
 CONTRACT #: CC-0044-15-R  
 BID PROPOSAL FORM**

**TO THE COUNTY OF SOMERSET  
 BOARD OF CHOSEN FREEHOLDERS:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

- Unit –** Is one bag
- Estimated Quantity –** The total amount estimated based on survey of co-op members
- Contract year –** Year one is the months 1 thru 12 months of the contract. Year two is months 13 thru 24.
- Price per Unit –** This is the price for each bag
- Extended Price –** This is the “Estimated Quantity” x “Price per Unit” = Extended Price
- Brand Bidding –** When the brand is different than specified in the description; use this column to specify the brand name
- Minimum Purchase –** This is how many bags are required to obtain the price per bag

Item #	Item Description	Unit	Estimated Quantity	Contract Year	Price per Unit	Extended Price	Minimum Purchase (if any)
1	Biodegradable & Recyclable "Unprinted" Leaf Bags - Measuring 16" x 12" x 35", self-standing, square bottom, self-opening, flat bottom - 2 Ply 50# wet strength Kraft Paper.	Each	770,000	Year 1	\$	\$	
		Each	770,000	Year 2	\$	\$	
<b><u>Brand Bidding:</u></b>							
<b>Optional - On Request By Co-Op Member</b>							
2	Printing Set up Cost			Year 1	\$		
				Year 2	\$		
3	Biodegradable & Recyclable "Imprinted" (1 color/1 side) Leaf Bags - Measuring 16" x 12" x 35" self-standing, square bottom, self-opening, flat bottom, - 2 Ply 50# wet strength Kraft paper.	Each	770,000	Year 1	\$	\$	
		Each	770,000	Year 2	\$	\$	
4	Biodegradable & Recyclable "Imprinted" (1 color/2 sides) Leaf Bags - Measuring 16" x 12" x 35" self-standing, square bottom, self-opening, flat bottom, - 2 Ply 50# wet strength Kraft paper.	Each	770,000	Year 1	\$	\$	
		Each	770,000	Year 2	\$	\$	

**\*\*\*Award will be based on lowest bidder for item #1**



**COUNTY OF SOMERSET  
BIODEGRADABLE & RECYCLABLE LEAF BAGS  
CONTRACT #: CC-0044-15-R  
SIGNATURE PAGE**

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The undersigned is a \_\_\_\_\_  
(Corporation)  
(Partnership) under the laws of the State of \_\_\_\_\_ having its  
(Individual)  
Principal office at \_\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

**COUNTY OF SOMERSET  
STOCKHOLDER DISCLOSURE CERTIFICATION  
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

**FAILURE OF THE BIDDER TO SUBMIT THE REQUIRED  
INFORMATION IS CAUSE FOR ATOMATIC REJECTION**

**CHECK ONE:**

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Legal Name of Bidder Business:** \_\_\_\_\_

**Check which business entity applies:**

- Partnership                                       Corporation                                       Sole Proprietorship
- Limited Partnership                                       Limited Liability Partnership                                       Limited Liability Corporation
- Subchapter S Corporation                                       Other \_\_\_\_\_

**Complete if the bidder/respondent is one of the 3 types of Corporations:**

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

**Business Address:**

\_\_\_\_\_  
STREET ADDRESS                                      CITY                                      STATE                                      ZIP

\_\_\_\_\_  
TELEPHONE #                                      FAX #                                      EMAIL

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

\_\_\_\_\_  
NAME                                      HOME ADDRESS

\_\_\_\_\_  
NAME                                      HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY:      Yes  No

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

Printed Name and Title: \_\_\_\_\_

**COUNTY OF SOMERSET  
NON-COLLUSION AFFIDAVIT**

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State of \_\_\_\_\_  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_

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 above named project, and that I executed the said proposal with full authority so to do; 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 County of Somerset relies upon the truth of the statements contained in said proposal 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 employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.  
(name of contractor)

(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

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

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

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

**A.**  
**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: \_\_\_\_\_

**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 Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

October 20, 2004

**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 contacting 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.

**ALERT  
FAILURE TO POSSESS A  
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
MAY BE CAUSE FOR REJECTION OF YOUR BID RESPONSE**



**COUNTY OF SOMERSET**

THESE ARE **SAMPLES** OF THE ONLY ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
MAY BE CAUSE FOR REJECTION OF YOUR BID RESPONSE

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE  
COUNTY OF SOMERSET

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:  
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:  
970-097-382/500

ADDRESS:  
847 ROEBLING AVE  
TRENTON NJ 08611

EFFECTIVE DATE:  
01/01/01

FORM-BRC(08-01)

TRADE NAME:  
CLIENT REGISTRATION

SEQUENCE NUMBER:  
0107330

ISSUANCE DATE:  
07/14/04

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE  
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

**COUNTY OF SOMERSET**  
Division of Purchasing  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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**Solicitation Number: CC-0044-15-R**

**Bidder/Offeror:** \_\_\_\_\_

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Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Somerset County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) \_\_\_\_\_ Signature: \_\_\_\_\_

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

**COUNTY OF SOMERSET**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**