

# County of Somerset New Jersey

PO Box 3000  
COUNTY ADMINISTRATION BUILDING  
SOMERVILLE, NJ 08876-1262

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



PHONE:  
(908) 231-7045  
Fax: (908) 575-3917

## NOTICE REQUEST FOR QUOTATIONS

The County of Somerset is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed, written responses will be received by the Purchasing Agent on or by **August 30, 2016 at 3:30 P.M.** in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place responses will be opened for:

### PRINTING, FOLDING AND ENVELOPE STUFFING OF THE 2017 RECYCLING SCHEDULE RFQ-0008-16

Specifications and instructions may be obtained at the Purchasing Office or on the County Website, [www.co.somerset.nj.us](http://www.co.somerset.nj.us)

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.S.A. 17:27et seq.) A copy of your NJBRC is requested with your proposal.

Karen L. McGee, QPA  
Date Posted on Website: 8/5/16

## **1. Introduction and Using Department Information**

This quote request is for printing, folding and envelope-stuffing services required to produce the 2017 Somerset County Recycling Schedule package.

## **2. Administrative Conditions and Requirements**

The following items express the administrative conditions and requirements of this quotation solicitation process, the subsequent Purchase Order and goods and or services delivery. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Somerset, hereinafter referred to as owners, to determine the quote as non-responsive and will be a factor in the determination of an award of a Purchase Order. The contents of the quote of the successful Respondent, as accepted by the owner, will become part of any Purchase Order awarded as a result of this solicitation.

### **2.1 Schedule**

- 1 Release of Request for Quotation: August 5, 2016
- 2 Proposal Due Date: August 30, 2016
- 3
- 4 Purchase Order Execution: On or about September 2, 2016

### **2.2 Proposal Submission Information**

Submission Date and Time: **August 30, 2016 at 3:30 P.M**

One (1) Original & One (1) copy.

Submission Office:  
Office of the Purchasing Agent  
3<sup>rd</sup> Floor  
County Administration Building

Clearly mark the submittal with the title of this solicitation and the name of the responding firm, addressed to the Purchasing Agent. The original quote/ proposal shall be marked to distinguish it from the copy.

Only those responses received prior to or on the submission date and time will be considered. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

## **2.3 County Representative for this Solicitation**

Please direct all questions in writing to:

Karen L. McGee, QPA  
Voice: (908) 231-7045  
Fax: (908) 575-3917  
Email: [mcgee@co.somerset.nj.us](mailto:mcgee@co.somerset.nj.us)

## **2.4 Quantities of Estimate**

Wherever the estimated quantities are shown in any section of this request, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## **2.5 Cost Liability and Additional Costs**

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of Purchase Order. The liability of the owner shall be limited to the terms and conditions stated herein.

Respondents assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

## **2.6 Statutory and Other Requirements**

### **2.6.1 Compliance with Laws**

Any purchase entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the provision of goods and or performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

### **2.6.2 Mandatory Affirmative Action Compliance**

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed. .

### **2.6.3 Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

### **2.6.4 Stockholder Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

### **2.6.5 Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

### **2.6.6 N.J. Business Registration Certificate**

Certificate required pursuant to C57, PL2004; failure to provide may require rejection.

### **2.7.7 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 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 may be required.

### **2.7 Multiple Proposals Not Accepted**

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

## **2.8 Termination of Contract**

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the purchase or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Purchase Order.

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

## **2.9 Payment**

Invoices shall specify, in detail, the period for which payment is claimed, the goods delivered or services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

## **2.10 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/USB Flash drive media compatible with the owner's computer operating system, Windows-based, Microsoft Office Suite 2010.

### 3.0 SCOPE OF WORK

The following will be provided by the vendor:

- Printing of Recycling Schedule/How-To Guide (see specifications following)
- Printing of Recycling Calendar Stickers (see specifications following)
- Folding of the Recycling Schedule/How-To Guide
- Insertion of Schedule, Calendar Stickers and one (1) Single-Page Insert (provided by County) into 6x9 envelopes (provided by County)
- Sealing of envelopes
- Delivery in mailing trays or boxes

*The following will be provided by the County and delivered to the vendor on or about September 23, 2016:*

- Recycling Insert: Freeholders Newsletter (single sheet, on 60# white stock, delivered pre-folded to 8.5 x 5.5 inches)
- Booklet-Style Envelope (6x9 inches, on 60# white or color stock, delivered pre-printed)

### 4.0 SPECIFICATIONS

#### 4.1 Recycling Schedule/How-To Guide

<b>QUANTITY</b>	<b>80,000</b>
<b>PAPER SIZE</b>	11 x 17 inches (2 collated, double-sided sheets per schedule)
<b>FINISHING</b>	Fold to 8.5 x 5.5 inches finished size
<b>PAPER STOCK</b>	60# White <u>Un</u> coated – min. 88 brightness <b>Minimum 10% post-consumer recycled content</b>
<b>INK COLORS</b>	<b>3</b> colors (black plus two PMS-match colors) No bleeds, no photos (line art only) <b>Soy-based inks only</b>
<b>MECHANICAL</b>	Print-ready layout provided by County on CD-ROM (in Adobe In-Design, Illustrator CS or PDF format) by September 19, 2016
<b>COLOR PROOF OVERRUN</b>	Required min. 3 days before printing Maximum 10 percent included in price

#### 4.2 Recycling Calendar Sticker Sheet

<b>QUANTITY</b>	<b>80,000</b>
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<b>SHEET SIZE</b>	3 x 8 inches
<b>DIE CUTS</b>	28 green & 6 red die-cut circles (9/16 inches each)
<b>PAPER STOCK</b>	White high-gloss <b>Minimum 10% post-consumer recycled content, if available</b>
<b>INK COLORS</b>	PMS 355 C Green & PMS 1795 C Red <b>Soy-based inks only</b>
<b>MECHANICAL</b>	Print-ready layout provided by County on CD-ROM (in Adobe In-Design, Illustrator CS or PDF format) by September 19, 2016
<b>COLOR PROOF OVERRUN</b>	Required min. 3 days before printing Maximum 10 percent included in price

### 4.3 Inserting/Sealing

<b>QUANTITY</b>	<b>80,000</b>
<b>ENVELOPE INSERT</b>	6x9 booklet style (provided by County) - Recycling Schedule/How-To Guide - Recycling Calendar Sticker Sheet - Insert: Freeholders Newsletter (provided by County)
<b>FINISHING</b>	Seal ( <u>NO</u> labeling required) Place in mailing trays or boxes

### 4.4. Delivery

<b>DELIVERY REQUIREMENT</b>	Inside delivery with vendor's pallet
<b>DELIVER BY</b>	October 14, 2016

#### DELIVER TO TWO LOCATIONS:

##### Location # 1:

Quantity to be delivered: 75,000  
Midland Adult Services  
Attn: Bill Liberatore  
60 Industrial Parkway  
North Branch, NJ 08876  
(908) 722-7727

##### Location # 2:

Quantity to be delivered: 5,000  
Somerset County Facilities & Services Building  
Attn: Lance Rulka  
80 East High Street  
Somerville, NJ 08876  
(908) 231-7001

## **5. Proposal Forms**

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost Form
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Affirmative Action Statement

## **6. Evaluation, Review and Selection Process**

### **6.1 Quotes to Remain Subject to Acceptance**

Quotes shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the quotes of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

### **6.2 Rejection of Proposals**

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the quote and to provide the goods and or services contemplated therein. The owner reserves the right to waive any minor informality in the quote.

### **6.3 Evaluation Process**

An evaluation of all proposals shall be made to determine if they satisfy the quote requirements, based upon the Evaluation Criteria which follows. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors. In specific areas multiple contracts may be awarded.

### **6.4 Evaluation Criteria**

- **Understanding of the Request**

Non-compliance with significant instructions shall be grounds for disqualification of proposals.

- **Knowledge and Technical Competence**



This includes the ability of the respondent to perform all of the tasks and or fulfill adequately the stated requirements.

- **Management, Experience and Personnel Qualifications Appropriate to the Procurement**

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar goods or services.

- **Ability to Complete the Services or Deliver Required Goods in a Timely Manner**

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

- **Cost**

Price shall be based on rates and or fees submitted with the proposal. All goods are to be delivered FOB location indicated by the using department.

## **6.5 Notice of Award**

The successful respondent will be notified of the favorable decision by the governing body when the Purchasing Agent sends a Purchase Order/Voucher to the contractor.

## **6.6 Payment**

Payment will be made on presentation of owner's voucher duly signed and executed accompanied by an itemized invoice.



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 AUTOMATIC 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 [ww.state.nj.us/treasury/contract\\_compliance](http://ww.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. 5121 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.

## COUNTY OF SOMERSET

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 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.

**ALERT  
FAILURE TO POSSESS A  
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
AT THE TIME OF SUBMITTAL  
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL**



**PROPOSAL**

**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 or Specification attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver goods and/or services for the following:

**PRINTING, FOLDING AND ENVELOPE STUFFING OF  
THE 2017 RECYCLING SCHEDULE  
RFQ-0008-16**

<u>Goods/Services</u>	<u>Price</u>
1. Recycling Schedule/How-To Guide	\$_____
2. Recycling Calendar Sticker Sheet	\$_____
3. Inserting/Sealing	<u>\$_____</u>
Grand Total:	\$_____

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

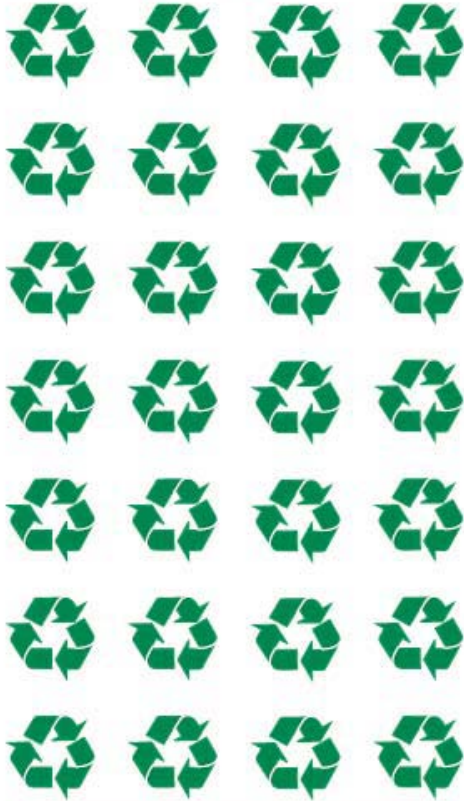
Sticker Sample:

Sample is provided to show page layout only – It does not show actual PMS colors required.

**Somerset County  
Recycling Calendar  
Stickers**



*(Pick-ups every other week)*



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**Household Hazardous  
Waste Day Stickers**

