

County of Somerset New Jersey

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

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



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NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the County of Somerset on February 5, 2020 at 2:00 P.M. prevailing time in the Purchasing Division conference room, County Administration Building, 20 Grove Street, Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

Transportation & Disposal of Hazardous Waste from Somerset County's Household Hazardous Waste Collection Days, Somerset County Contract #CC-0134-20

Bid responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and the "**BID TITLE NAME & CONTRACT #**" on the outside, and addressed to Karen L. McGee, Purchasing Agent, at the address above.

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 Somerset County Treasurer, along with 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 that said Surety will furnish a Performance in the amount of 100% of successful bidder's contract.

Any Bid Addenda will be issued on the County website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders 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.

Specifications and instruction to bidders may be obtained at the Purchasing Office or the County website at www.co.somerset.nj.us.

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, RPPO, QPA
Purchasing Agent – Somerset County

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. **Faxed or emailed bids will NOT be accepted.**
- 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 perspective bidder as required by law.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follow:
 - Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. 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.
- H. Official Request for Bid packages are available from Somerset County's website at www.co.somerset.nj.us at no cost to the prospective bidders. All addenda are posted on the County site and issued in accordance with N.J.S.A. 40A:11-23(c)(1). 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. Somerset County is not responsible for third party supplied specifications.
- I. 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.

J. Results of all bids are posted on the County website.

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 pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if bidder fails to enter into contract pursuant to N.J.S.A. 40A:11-21. 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 to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

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.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring contract null and void pursuant to N.J.S.A. 40A:11-22.

D. **LABOR AND MATERIAL (PAYMENT) BOND**

The successful bidder shall with the delivery for the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. **MAINTENANCE BOND**

Upon acceptance of the work by the County, the contractor shall submit a maintenance bond (N.J.S.A. 40A:1-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

- 1 Year
 2 Years

3. PREPARATION OF BIDS (PRICING INFORMATION 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 for New Jersey State Sales and Use Tax that are included in any invoices. 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 of Somerset is rated by:
Standard & Poor's Rating Group: AAA
Moody's Investors Services: Aaa
Dun and Bradstreet

B. Bids shall be ***signed in ink*** (Original Signature Required) by the bidder, all quotations shall be made with a typewriter/computer 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-End 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 N.J.A.C. 5:30-11.2 and 11.10. ***NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.***

E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's 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 CHECKLIST PAGE.***

H. Results of all bids are posted on the County website www.co.somerset.nj.us

4. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB Somerset County locations. No price escalation. The vendor shall void the contract and permit Somerset County to solicit open market pricing should any price increase or surcharge be imposed.

5. 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, referencing the Contract Name and Contract Number in the subject line*, at PurchasingDiv@co.somerset.nj.us. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The County's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications.

- E. Discrepancies in Bids
 - 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 price 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.

6. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. 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.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature ***will not*** suffice in explaining exceptions to these specifications. In the absence of any exceptions 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 goods and services offered. The County reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.
- D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at

its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.

- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. 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.
- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

7. METHOD OF CONTRACT AWARD

- 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 may also elect to award the contract on the basis of unit prices.
- D. The County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. 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.
- F. 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.
- G. The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County; material exceptions shall not be approved.
- H. 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.

8. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;

- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the County may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

9. **NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.** 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 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 https://www.nj.gov/labor/wagehour/wagerate/wage_rates.html .
10. **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT—N.J.S.A. 34:11-56.48 et seq.** 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 and Workforce Development with a full and accurately completed application form. The form is available online at https://www.nj.gov/labor/wagehour/regperm/pw_cont_reg.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

Effective May 1, 2019 a [Supplement](#) to the PWCR application must be completed for all new and renewal applications. The Supplement pertains specifically to participation in a registered apprenticeship program and possession of all licenses, registrations or certificates required by State law.

11. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15

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

12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services 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.

13. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency 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.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

2. Construction Contracts

All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available on-line at www.state.nj.us/treasury/contract_compliance) upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a

copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

14. AMERICANS WITH DISABILITIES ACT OF 1990 – 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

15. WORKER AND COMMUNITY RIGHT TO KNOW ACT – N.J.S.A. 34:5A-1 et seq.

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. 34:5A-1 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 the 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.

16. STATEMENT OF OWNERSHIP DISCLOSURE–N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included State of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

17. 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 occurred 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 Worker's Compensation and Employer's Liability, General Liability and Automobile Liability 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

The Contractor agrees to indemnify and save harmless the County, its officers, agents and employees, 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:

- a) negligent acts or missions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

Somerset County will not accept Mutual Limitation of Liability terms.

18. 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.

19. 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.

20. PROMPT PAYMENT – GOODS & SERVICES – P.L. 2019, C.127 (LFN 2019-02 1/23/19)

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a "business concern" under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

21. TERMINATION

- A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to the contractor of any sum or sums set forth in the contract. Somerset County will pay for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.
- C. The contractor agrees to indemnify and hold the County 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 County under this provision.
- D. In case of default by the contractor, the County may procure the goods and services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party. In this event, the new owner(s) will be required to submit

all documentation/legal instruments that were required in the original bid/contract. Any changes shall be approved by the County.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.
- H. The County may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the County is conditioned upon the availability of Somerset County 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 bidder awarded the contract (contractor) hereunder, whether in whole or in part, the County at the end of any particular fiscal year may terminate such services. The County 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 County to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by Somerset County by notice to the parties.

22. 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 owners(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

23. 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.

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

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

26. 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.

27. 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 2010.

28. TRUTH IN CONTRACTING LAW

- N.J.S.A. 2C:21-34, et seq. governs false claims and representation. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

29. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, Somerset County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, 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 in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

30. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

31. 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

32. Health Insurance Portability and Accountability Act of 1996-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.

33. 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.

34. The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

35. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

36. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:3255 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the County is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

37. WAGE RECORDS IN CONNECTION WITH CERTAIN CONTRACTS – COLLECTION OF SOLID WASTE - N.J.S.A. 34:11-68 (P.L. 2009, c.88)

Records required relative to collection, transportation of solid waste.

AN ACT regarding wage records in connection with certain contracts for the collection or transportation of solid waste.

BE IT ENACTED by the State and General Assembly of the State of New Jersey:

C.34:11-68 a. Every contract with a public body under which a contractor or subcontractor engages in the work of the collection or transportation of solid waste, including any recyclable materials other than recycled or reclaimed asphalt or concrete, for the public body shall contain a provision requiring the contractor and subcontractor to keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments, and the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract, any other party to the contract, and the commissioner, and the contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the commissioner, to the public body for each payroll period not more than 10 days after the payment of wages. The public body shall make the certified payroll record open at all reasonable hours to the inspection of any party to the contract, the commissioner, and any member of the public.

b. With respect to any contract with a public body for the collection or transportation of solid waste, including any recyclable materials other than recycled or reclaimed asphalt or concrete, the commissioner shall have the authority to investigate and ascertain the wages of workers employed in connection with the contract, enter and inspect the place of business or employment of the workers to question the workers and examine, inspect and copy any books, registers, payrolls, and other records regarding the wages, hours, and other conditions of employment of the workers, require from the contractor or subcontractor written statements, including sworn statements, regarding wages, hours, names, addresses, and other information about the workers the commissioner deems appropriate, and require the contractor or subcontractor to file, within 10 days of receipt of a request, any records enumerated in this section, sworn to as to their validity and accuracy. If the contractor or subcontractor fails to provide the requested records within 10 days, the commissioner may direct within 15 days the fiscal or financial officer charged with the custody and disbursements of the funds of the public body which contracted for the work to withhold immediately from payment to the contractor or subcontractor up to 25% of the amount, not to exceed \$100,000, to be paid to the contractor or subcontractor under the terms of the

contract. The amount withheld shall be immediately released upon receipt by the public body of a notice from the commissioner indicating that the request for records has been satisfied.

c. Any contractor or subcontractor who willfully hinders or delays the commissioner in the performance of his duties in the enforcement of this section, or fails to make, keep or preserve any records required under the provisions of this act, or falsifies any of the records, or refuses to furnish or make available any of the records to the commissioner upon demand, otherwise violates any provision of this act or any regulation or order issued under this act, shall be guilty of a disorderly persons offense and shall, upon conviction, be subject to a fine of not less than \$100 nor more than \$1,000, imprisonment for not less than 10 nor more than 90 days, or by both the fine and imprisonment. As an alternative to or in addition to any other sanctions, if the commissioner finds that the contractor or subcontractor has violated this act, the commissioner is authorized to assess and collect administrative penalties, up to a maximum of \$2,500 for a first violation and up to a maximum of \$5,000 for each subsequent violation, specified in a schedule of penalties to be promulgated as a rule or regulation by the commissioner in accordance with the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.). When determining the amount of the penalty imposed because of a violation, the commissioner shall consider factors including the history of previous violations, the seriousness of the violation, the good faith of the contractor or subcontractor and the size of the business. No administrative penalty shall be levied pursuant to this section unless the commissioner provides the alleged violator with notification of the violation and of the amount of the penalty by certified mail and an opportunity to request a hearing within 15 days following the receipt of the notice. If a hearing is requested, the commissioner shall issue a final order upon such hearing and a finding that a violation has occurred. If no hearing is requested, the notice shall become a final order upon expiration of the 15-day period. Payment of the penalty is due when a final order is issued or when the notice becomes a final order. Any penalty imposed pursuant to this section may be recovered with costs in a summary proceeding commenced by the commissioner pursuant to the "Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.). Any sum collected as a fine or penalty pursuant to this section shall be applied toward enforcement and administrative costs of the Division of Wage and Hour Compliance in the Department of Labor and Workforce Development.

d. For the purposes of this section:

"Commissioner" means the Commissioner of Labor and Workforce Development or his duly authorized representatives.

"Public body" means the State of New Jersey, any of its political subdivisions, any authority created by the Legislature of the State of New Jersey and any instrumentality or agency of the State of New Jersey or of any of its political subdivisions.

"Contractor" or "subcontractor" means a contractor or subcontractor who employs less than 1,000 employees in the State of New Jersey.

SPECIFICATIONS

Intent

The work performed under this Contract involves the transportation and disposal of household hazardous wastes delivered by residents and exempt small quantity generators to the Somerset County Public Works Garage, Hillsborough Township, New Jersey and other various locations in Somerset County. Wastes will only be accepted from exempt small quantity generators, homeowners and farmers residing in Somerset County. All wastes accepted will be in their original, labeled container. Contractor shall be responsible for processing a minimum of 140 cars per hour during the duration of the program.

A Manpower and Equipment Statement furnished by the Contractor enumerating the plant and equipment that is owned or controlled by the Bidder and available for the project.

Location of Work

All activities associated with this project will be performed at the Somerset County Public Works Garage located at 410 Roycefield Road in Hillsborough Township, New Jersey. Access to this site is from State Highway #206 south to Dukes Parkway west to Roycefield Road. Other activities associated with this project will be performed at several local municipalities at various locations throughout Somerset County. The Division of Solid Waste Management shall arrange for the location of sites, which shall be at various places within Somerset County.

Right to Renew Contract

The owner reserves the right to extend the 2020 contract of the successful bidder for transportation and disposal of hazardous waste for a period of two (2) years for all ensuing disposal days established in 2020 at the same unit price. In such event, the successful bidder agrees to furnish the same documents, be bound by the same conditions and requirements and execute the same documents required by the 2020 contract. Consequently, by submitting a bid, a bidder agrees to be bound by the same unit price for 2020, 2021 and 2022. In the event the owner exercises his/her right to extend this contract as set forth above, new dates for 2021 & 2022 disposal days will be established by the Somerset County Division of Solid Waste Management.

Phases Comprising the Project

This is a set schedule, the work shall be performed under a single overall contract on the following Saturdays: **March 21; April 18; June 20; September 12 and October 17, 2020 from 8:30 am to 2:00 pm.**

Contractor must submit copies of all certified transporters to be used. Contractor must provide listings of all licensed Hazardous Waste incinerators and/or landfills which will be used.

All oil-based paints and paint related materials must be handled as a flammable liquid and should not be landfilled. Whenever possible, the preferred method of disposal is incineration and /or fuel blending. Certificates of destruction for all collected materials must be submitted to the Division of Solid Waste Management prior to final Payment for each collection day. Certification must be provided that all transporters and hazardous waste facilities identified are fully licensed by the appropriate federal and state agencies.

Wastes to be Accepted or Excluded

The Contractor shall accept all hazardous wastes generated from households and exempt small quantity generators with the exception of the following:

- * **2,4,5 0 TP or Silvex**
- * **Explosives and Ordnance Materials**
- * **Infectious Waste**

The Contractor shall not consider the above list as all-inclusive. The Contractor may deem a material or materials unacceptable for disposal, at which time, the material(s) shall be returned to the participant without cost or liability to the Owner. The Contractor may, at his/her discretion, accept wastes that are not in their original labeled container. The decision to accept such waste shall create no additional liability to the Owner. **Polychlorinated Biphenyls (PCB's) and materials containing PCB's are to be accepted by the Contractor, and their disposal shall be included as part and parcel of the Contractor's net price per car submittal. All oil-based paints and paint related materials must be handled as a flammable liquid and should not be landfilled.**

Specific Responsibilities of the Contractor

Delivery of Materials: The Contractor shall deliver and stage sufficient materials to handle the maximum volume of waste anticipated by the Owner. This shall include, but not limited to, safety equipment, drums, sorbent materials, labels, transportation equipment, and other related materials.

Mobilization/Demobilization: The Contractor shall be responsible for the preparation of a staging or set-up area to ensure that spillage will be contained within the immediate area. Upon completion of work, the Contractor shall remove the set-up area, and properly handle and dispose of any material(s) that has been spilled within this area. The Contractor shall also restore the area to its condition prior to commencement of work. Contractor shall be on site for set-up by 6:30 a.m. on the date of collection and shall have all materials removed, site cleaned up and all paper work completed by 5:00 p.m. that day.

Reception of Materials: The Contractor shall be responsible for screening the wastes for acceptability prior to removal from the participant's vehicles. Unacceptable materials shall remain in the possession of the participant. The Contractor shall remove the waste materials from the participants' vehicles, and move the materials to the collection area.

Identification and Segregation: The Contractor shall be responsible for identifying and segregating the waste materials into classifications that are compatible for both transportation and disposal.

Transportation: The Contractor shall be responsible for loading the waste materials, preparing the necessary manifest forms, placarding the truck(s) in accordance with DOT requirements, and transporting the wastes to a federally approved Treatment Storage Disposal (TSD) facility. All work shall be done in accordance with federal, state, and local regulations.

Hazardous Waste Manifest Forms: The Contractor shall be responsible for the completion of all required hazardous waste manifest forms. Once completed and verified, an authorized representative of the Owner will sign the forms.

Technical Proposal

A detailed site-specific technical plan must be submitted with the bid response. The plan shall outline the flow of work along with the method of fulfilling the requirements of the project. The plan shall include, at a minimum, the following items:

- (1) Types, sizes, capabilities and amounts of equipment to be used.

- (2) Laboratory chemical reagents waste sorting and packaging techniques to be utilized. Specify the size and type containers to be used for various waste classifications and the final disposal technique.
- (3) Proposed methods for handling, staging and loading drums.
- (4) Description of proposed site layout designed to assure the safe and orderly exchange of waste from the participant to the Contractor.

Post-Award Conference

Within ten (10) working days after award of the Contract and prior to any site work, the Contractor shall schedule a post-award conference with representatives of the Owner. This conference will discuss any work plan preparation, site access arrangements, and will also clarify any questions the Contractor may have regarding the project.

Environmental Protection Agency (EPA) Generator Number

The County of Somerset has obtained an EPA Generator ID Number and, as such, will be listed as the generator of the waste on the manifests.

Licenses and Permits

The Contractor shall be required to obtain and maintain, during the term of this Contract, all licenses, permits, certifications, authorizations, or any documents required by the federal, state, county and municipal governments, and also international authorities, where necessary. Evidence that such licenses, permits, certifications, authorizations, and other required documents must be submitted with the bid response.

Health and Safety Plan

A copy of the Health and Safety Plan for worker protection shall be included with the bid response. The Contractor is responsible at all times, for protecting the health and safety of its workers. The Owner will not be responsible for any injury occurring to the Contractor's workers.

All Contractors and Subcontractors performing work under the Contract must utilize the appropriate protective clothing and equipment. All clothing and equipment shall meet OSHA standards or other acceptable industrial standards.

Spill Prevention Control and Countermeasures Plan

A copy of the Spill Prevention Control and Countermeasures Plan shall be submitted with the bid response.

Additional Requirements

A minimum of two (2) degreed chemists shall be on-site prior to accepting any hazardous waste:
***Copy of degrees to be submitted as recognized by the State of New Jersey as competent to perform the duties required.**

A minimum of TWENTY-FIVE (25) employees working for the Household Hazardous Waste Contractor shall be on site prior to accepting any hazardous waste.

***Copies of OSHA 40 Hour Hazardous Materials Training Course Certificates shall be submitted for all employees scheduled to be on-site.**

A minimum of three hundred (300) DOT approved drums shall be on-site prior to accepting any hazardous waste. Bidder shall also supply corrosion proof carts with wheels for transporting materials from residents' vehicles to staging and processing areas (NO WHEELBARROWS).

FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL WARRANT THE COUNTY REJECTING THE BID AS NOT BEING THE LOWEST RESPONSIBLE RESPONSIVE BIDDER, THEREAFTER ACCEPTING THE NEXT LOWEST BIDDER COMPLYING WITH THESE REQUIREMENTS.

THE CONTRACTOR MUST BE A-901 APPROVED WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION. (COPY OF A-901 CERTIFICATION MUST BE INCLUDED WITH THE BID RESPONSE).

Damage Claims

The Contractor shall indemnify and save harmless the Owner, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person(s) or property on account of the operations of said Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in performing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amounts recovered from any

infringements of patent, trade work or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act, or any other law, ordinance, order or decree; and so much of the money due that said Contractor under and by virtue of his Contract as may be considered necessary by the Owner for such purpose may be obtained for the use of the Owner; or in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the Owner; except that money due to the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by Public Liability and Property Damage Insurance.

Workmen's Compensation and Liability Insurance shall be maintained in force during the life of this Contract, by the Contractor covering all employees engaged in performance of this Contract in accordance with applicable statute.

Additional Insurance Requirements

As a minimum, the Contractor shall carry the following kinds and amounts of insurance in addition to any other forms of insurance or bonds required under the terms of these Specifications. Before beginning work, the Contractor shall file with the Owner a certificate from his/her insurers, showing the amounts of insurance carried and the risks covered thereby, or a copy of the required insurance policies with the owner named as an additional insured.

(A) WORKERS' COMPENSATION

The CONTRACTOR shall obtain Standard Workers' Compensation Insurance indemnifying the CONTRACTOR against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the CONTRACTOR who shall be entitled to compensation under the Workers' Compensation Law of the State of New Jersey. Any CONTRACTOR incorporated outside of the State of New Jersey requires a Certificate of "Other State Endorsement" to be submitted prior to the execution of this Agreement. If the CONTRACTOR is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement".

(B) GENERAL LIABILITY

The CONTRACTOR shall obtain General Liability Insurance on an "occurrence" form with a one million (\$1,000,000.00) dollars combined single limit of liability per occurrence and a two million (\$2,000,000.00) dollars annual aggregate. The policy will include the Board Form Endorsement if written on a 1973 Occurrence Form. If written on a 1990 Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO

version without endorsements and will include ISO Form CG 25 03 11 85. Amendment - Aggregate Limits of Insurance (per project).

(C) AUTOMOBILE LIABILITY

The CONTRACTOR shall obtain Automobile Liability Insurance with a minimum combined single limit of liability of five million (\$5,000,000.00) dollars per accident as per the Motor Carrier Act of 1980. Said policy must have an MCS-90 endorsement, a true copy of which must be filed with the OWNER. CONTRACTOR shall respond to environmental liability while used motor oil is in transit from a collection site to the CONTRACTOR'S ultimate destination. The policy must provide for the defense of the first named insured, as well as, the OWNER, its officers, employees, agents and servants all of whom are to be endorsed to the policy as additional insured.

Should the Contractor elect to place a fuel storage tank off site either permanently, temporarily or mounted on a mobile vehicle, the CONTRACTOR must show evidence of financial responsibility for any environmental spill, fire, leak, and/or clean-up emanating from said fuel storage tank(s).

The CONTRACTOR must provide evidence of an MCS-90 endorsement specifically listing any and all mobile fuel storage tanks or automobiles covered under a commercial automobile policy.

The CONTRACTOR must show evidence, either through the purchase of environmental impairment liability insurance or through corporate financial capacity, the ability to provide a minimum of one million (\$1,000,000.00) dollars for the clean-up, mitigation and defense costs associated with a spill from any permanent or temporary fuel storage tank.

(D) DISABILITY BENEFITS

The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law.

(E) ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE

The CONTRACTOR shall obtain a CONTRACTOR'S POLLUTION POLICY with a minimum combined single limit of liability of one million (\$1,000,000.00) dollar per occurrence with a two million (\$2,000,000.00) dollar annual aggregate. Said policy shall be written on an occurrence form with a minimum five (5) year sunset clause on coverage for completed operations. The policy must provide for the defense of the first names insured, as well as the OWNER, its officers, employees, agents and servants, all of whom are to be endorsed to the policy as additional insured.

The CONTRACTOR'S pollution policy must include coverage for the removal, clean-up, and remediation of any and all pollutants at an operation exposure or while in transit due to the negligence of the CONTRACTOR. Further, said policy must provide bodily injury and property damage liability coverage resulting from or directly related to a pollution event caused by the CONTRACTOR. A true specimen of the policy MUST accompany the bid proposal.

(F) POLICY CHANGES

If at any time any of the foregoing policies shall be or become unsatisfactory to the OWNER as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the OWNER, the CONTRACTOR shall, upon notice to that effect from the OWNER, within thirty (30) days obtain a new policy, submit the same to the OWNER for approval and submit a certificate thereof as herein above provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Agreement. All policies required above shall contain an thirty (30) day notice of cancellation and shall require the insurer to notify the OWNER of its intent to cancel or not to renew immediately.

(G) INSURANCE POLICIES

The CONTRACTOR shall use an insurance company(ies) that has/have an A.M. Best Company rating of at least A.

The OWNER, at its sole judgement and discretion, if it considers it appropriate to do so, may allow the CONTRACTOR to utilize and insure with a rating less than A. All such requests must be forwarded to the OWNER for its review and approval. The CONTRACTOR shall use an insurance company(ies) that is/who are authorize or underwrite insurance risks for the specific line(s) of a coverage by the Department of Insurance of the State of New Jersey.

(H) HOLD HARMLESS PROVISION

Contractual Liability Insurance: the CONTRACTOR shall indemnify, defend and hold harmless the OWNER, its consultants and the County of Somerset and their respective officers, agents and contractors , subcontractors, servants and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons, or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the OWNER, its consultants and the County of Somerset, and their respective officers, agents and contractors, subcontractors, servants and employees.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create for the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

All insurance policies described above shall be maintained in force during the life of this Contract by the Contractor.

The Contractor shall provide the Owner with proof of insurance at the bid opening as evidence of the Contractor's insurance coverage in accordance with the foregoing provisions. If the

Contractor is a joint venture, said certificates shall show specifically that the insurance cover the joint venture.

The certificates shall provide for thirty (30) days' notice in writing to the Owner prior to any cancellations, expirations, or non-renewals during the term the insurance is required in accordance with this Agreement. The Contractor shall further be required to provide the Owner with valid certificates of renewal of the insurance upon the expiration of the policies. The Contractor shall also, upon request, provide the Owner with copies of each policy required under this Agreement certified by the agent or underwriter to be true copies of the policies provided to the Contractor. All certificates and copies of insurance policies shall be forwarded to the responsible individual to be designated by the Owner.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the insurance, said certificates shall be acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Owner is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

Obligation and Liability of Contractor

The Contractor shall do all work and furnish materials, tools and appliances, except as herein otherwise specified, and everything necessary or proper for performing and completing the work required by this Contract, in the manner and within the time hereinafter specified. He/She shall complete the entire work to the satisfaction of the Owner, and in accordance with the specifications and drawings herein mentioned, at the prices herein agreed upon and fixed therefore. All the work, labor and materials to be done and furnished under this Contract shall be done and furnished strictly, pursuant to, and in conformity with, the attached specifications, and the directions of the Owner as given from time to time during the progress of the work, under the terms of this Contract.

The Contractor shall coordinate his/her operation with those of the Owner and shall avoid interference therewith.

The Contractor shall conduct his/her work so as to interfere as little as possible with private business and public travel. He/She shall, at his/her own expense, wherever necessary or required, take such precautions as may be necessary to protect life and property.

The Contractor shall take all responsibility for the work under this Contract, for the protection of the work, and for preventing injuries to persons and damage to property and utilities on or about the work. The Contractor shall bear all losses resulting to him/her to the Owner on account of the amount or character of the work. The Contractor shall assume the defense of all claims of whatsoever character against the Contractor, or the Owner, and to indemnify, save harmless and insure the Owner, its officers or agents against all claims arising out of injury or damage to persons, corporations or property, whether said claims arise out of said negligence or not, or

whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work. The Contractor shall not be required to indemnify the Owner, against damage or claims occasioned by acts of the Owner, except as otherwise provided in the article relative to patents.

**DESCRIPTION OF POSSIBLE ITEMS
TO BE RECEIVED AND DISPOSED OF BY THE CONTRACTOR
AT SCHEDULED SATURDAYS - 8:30 A.M. - 2:00 P.M.
MARCH 21, APRIL 18, JUNE 20, SEPTEMBER 12 & OCTOBER 17, 2020**

NON-HAZARDOUS (SOLIDS)

NON-HAZARDOUS (LIQUIDS)

USED MOTOR OIL (TO BE RECYCLED)

LATEX PAINTS

ANTIFREEZE (TO BE RECYCLED)

FLAMMABLE LIQUIDS (BULKED/LAB PACKED & PAINTS)

FLAMMABLE SOLIDS (LAB PACKED)

PESTICIDES & POISON B

CORROSIVES (ACIDS & BASES)

OXIDIZERS

ASBESTOS

BUTTON & RECHARGEABLE BATTERIES (TO BE RECYCLED)

REACTIVES

AEROSOLS

CRUSHED OIL FILTERS (TO BE RECYCLED)

FLUORESCENT TUBES (TO BE RECYCLED)

MERCURY (TO BE RECYCLED)

POLYCHLORINATED BIPHENYLS (PCBs)

MERCURY SWITCHES & THERMOMETERS

PROPANE TANKS (TO BE RECYCLED)

WET CELL BATTERIES (TO BE RECYCLED)

HOME COOKING OIL

POSTCONSUMER PAINT AND OTHER ARCHITECTURAL COATINGS

Product Stewardship Law Implementation

If the State of New Jersey enacts and implements a paint product stewardship law requiring paint manufacturers to create, finance and manage an environmentally sound, cost-effective paint stewardship program, including strategies and plans to collect, transport and process postconsumer paint for end-of-life management through reuse, recycling, energy recovery or disposal during the term of the PROGRAM and any extensions thereof, CONTRACTOR shall work in conjunction with such paint stewardship program to accept, collect, transport and process any and all postconsumer paint, stain (both latex and oil-based) and other architectural coatings covered by the product stewardship law without cost to the MUNICIPAL GOVERNMENT.

2019 Somerset County Household Hazardous Waste Totals

Location	# of Residents	Hazardous Waste Materials (lbs)	Used Motor Oil (Gallons)	Antifreeze (Gallons)	Propane Tanks	Wet-Cell Batteries
Bernards	491	47,170	220	110	31	80
Warren	525	23,550	330	110	36	100
Franklin	571	59,900	220	110	45	80
Branchburg	674	49,100	220	165	48	80
Hillsborough	775	67,540	395	110	69	100
Grand Total	3,036	247,260	1,187	605	229	448

ENVIRONMENTAL CHECKLIST FOR DISPOSAL SITE

1. Facility Name: _____
2. Location: _____
3. Business Address: _____

4. Facility Representative: _____
 - a. Title: _____
 - b. Telephone Number: _____
5. Facility's EPA ID Number: _____
6. Type of Disposal Facility: _____
7. Is the facility a transporter? _____
8. What type of waste does the facility handle?: _____

9. Does the facility provide certificates of disposal? _____
10. Is the facility insured? _____
 - a. Name of Insurer: _____
 - b. Address of Insurer: _____
 - c. Type of Coverage: _____
 - d. Amount of Coverage: _____
 - e. Type of Liability Coverage for Customer: _____

11. What is (are) the name (s), address (es), phone number (s), person (s) to contact, and EPA ID Number (s) of ALL Subcontractors to be used for this project?

12. Has your company used this disposal site on prior Contracts? YES() NO()

13. In your company's prior experience with the disposal site, has the manifest system provided the following:

- a. The Manifest copies are signed and dated? YES() NO()
- b. A copy is given to the transporter? YES() NO()
- c. A copy is sent to the generator? YES() NO()
- d. A copy is retained at the facility? YES() NO()

14. Does the facility have a written operating record containing the following data?

- a. A description and the quantity of each hazardous waste received and the method and date of disposal? YES() NO()

Has your company reviewed this written record and determined same to be complete and acceptable? YES() NO()

- b. The location of each hazardous waste within the facility and the quantity at each location? YES () NO()

Has your company reviewed this written record and determined same to be complete and acceptable? YES() NO()

- c. Records and results of waste analysis and trail tests performed on wastes coming into the facility? YES() NO()

Has your company reviewed this written record and determined same to be complete and acceptable? YES () NO()

- d. Summary reports and details of all incidents that require implementing this Contingency Plan? YES() NO()

HAZARDOUS WASTE TRANSPORTER CHECKLIST

1. Identify your EPA Hazardous Waste ID Number: _____

2. List references, past clients, for which similar wastes were transported and dates of respective Contracts:

3. Has enforcement action been taken against your company for violation of any federal or state hazardous waste regulations? YES() NO()

If yes, identify incident (s), description:

4. List all Hazardous Waste Transporter Licenses held for those states in which material from the project will pass:

If no Hazardous Waste Transporter License is required for a state through which materials from the project will pass, identify same:

Has your company reviewed this written record and determined same to be complete and acceptable? YES () NO ()

5. Provide as an Addendum to the Proposal a copy of your company’s policies and practices regarding but not necessarily limited to Proper Personal Safety Equipment and Operating Equipment including any specialized equipment for handling hazardous wastes.

6. Identify through documentation the level of specialized training your company’s drivers receive in the areas of handling materials, knowledge of regulations on transportation of

hazardous wastes and emergency response procedures. Distinguish between classroom training and simulated field training.

7. Provide documentation on policies and practices regarding equipment inspection / maintenance programs. Identify both in-house inspection and maintenance programs and contracted inspection and maintenance programs.

CONTRACTOR ENFORCEMENT HISTORY

1. Bidder (Company) must list all indictments, formal charges and convictions against the Company, key employees, officers, directors or owners of any environmental law or statute at the federal, state or local level, or any other laws of a criminal nature. If no actions have been issued, a certification to this fact must be provided.

2. Is the Company suspended or barred from doing business with the State or any governmental entity within the State?

No_____ Yes_____ If yes, explain_____

3. Has the Company been cited for any violation of environmental protection laws in any jurisdiction?

No_____ Yes_____ If yes, explain_____

4. Has the Company been cited for any violation of hazardous waste transportation laws and regulations in any jurisdiction? Are the violations ongoing? If no violations have been issued, a certification to this fact must be provided.

No_____ Yes_____ If yes, explain_____

5. Has the Company's licenses or permit for either transportation or hazardous waste and/or treating, storing or disposing of hazardous waste been suspended or is pending suspension in any jurisdiction pending final hearing?

No_____ Yes_____ If yes, explain_____

6. Has the Company received a notice of revocation of any permit it holds, even if a hearing is pending?

No_____ Yes_____ If yes, explain_____

7. Upon receipt of all waste materials from the County of Somerset, the Company shall take title to and assume responsibility for appropriate disposal.

**COUNTY OF SOMERSET
BID DOCUMENT CHECKLIST**

Required With Bid		Read, Signed & Submitted Bidder's Initial
A.	<u>FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID</u>	
<input checked="" type="checkbox"/>	Ownership 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 checked="" type="checkbox"/>	Bid Guarantee (bid bond or certified/cashier's check) (with Power of Attorney for full amount of Bid Bond)	_____
<input checked="" type="checkbox"/>	Consent of Surety (Certificate from Surety company)	_____
<input checked="" type="checkbox"/>	Surety Disclosure Statement and Certification	_____
<input checked="" type="checkbox"/>	Performance Bond	_____
<input type="checkbox"/>	Labor and Material (Payment) Bond	_____
<input type="checkbox"/>	Maintenance Bond	_____
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran- Submit with bid response	_____
B.	<u>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</u>	
<input checked="" type="checkbox"/>	Business Registration Certificate – Bidder – Prefer with Bid Response. Required by Law prior to award of contract	_____
<input type="checkbox"/>	Business Registration Certificate – Designated Subcontractor(s) – Prefer with Bid Response. Required by Law prior to award of contract	_____
<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"/>	License(s) or Certification(s) Required by the Specifications	_____
C.	<u>FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION</u>	
<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: Printed Original and one Copy (Referenced in section 1., B., (3) of General Instructions)	_____
<input checked="" type="checkbox"/>	Manpower and Equipment List - submit with bid response	_____
<input checked="" type="checkbox"/>	Hazardous Waste Transporter Checklist - submit with bid response	_____
<input checked="" type="checkbox"/>	Work Flow Technical Proposal for fulfillment of project requirements - submit with bid response	_____
<input checked="" type="checkbox"/>	Health and Safety Plan - submit with bid response	_____
<input checked="" type="checkbox"/>	Spill Prevention Control and Countermeasure Plan - submit with bid response	_____
<input checked="" type="checkbox"/>	A-901 Form - submit with bid response	_____
<input checked="" type="checkbox"/>	Environmental Checklist for Disposal Site - submit with bid response	_____
<input checked="" type="checkbox"/>	Contractor Enforcement History - submit with bid response	_____
D.	<u>READ ONLY</u>	
	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, New Jersey
BID PROPOSAL FORM/SIGNATURE PAGE**

**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:

**Transportation & Disposal of Hazardous Waste from Somerset County's
 Household Hazardous Waste Collection Days, Somerset County
 Contract #CC-0134-20**

**SATURDAYS 8:30 AM TO 2:00 PM
 MARCH 21, APRIL 18, JUNE 20, SEPT. 12 & OCT. 17, 2020**

ITEM TO BID	UNIT PRICE	CALCULATION	TOTAL
Price Per Vehicle	\$ _____	x 3,000 Vehicles =	\$ _____

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 New Jersey

PO Box 3000 – 20 Grove Street
 COUNTY ADMINISTRATION BUILDING
 Somerville, NJ 08876-1262
 PHONE: (908) 231-7043 FAX: (908) 575-3917



OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ **VENDOR {BIDDER}:** _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | <u>YES</u> | <u>NO</u> |
|---|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. | | |
| IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2–4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is "YES" , are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2–4 ANSWERED AS "YES".

If you answered **"YES"** for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

Attach Additional Sheets If Necessary

PART 2 continued
PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	_____	ZIP

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	_____	ZIP

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	_____	ZIP

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3
PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

<u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u>	<u>PAGE #</u>

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Somerset, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County to notify the County in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter Vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

**COUNTY OF SOMERSET, NEW JERSEY
NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____
County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the Company of _____
(Title or Position) (Name of Firm/Company)
the Bidder/Respondent making this Proposal for the Bid/RFP numbered _____,
(Contract #)
and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 numbered 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. I further warrant that no person
or selling agency has been employed or retained to solicit or secure such contract upon an agreement
or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees
or bona fide established commercial or selling agencies maintained by _____.
(Name of Firm/Company)

(Signature of Affiant)

(Type of Print Name of Affiant)

COUNTY OF SOMERSET, NEW JERSEY
EXHIBIT 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 photo static 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 photo static copy of such approval.

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

COUNTY OF SOMERSET, NEW JERSEY
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).

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.**

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT


Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625


State Treasurer

VOID

COUNTY OF SOMERSET, NEW JERSEY

**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 II 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.

COUNTY OF SOMERSET, NEW JERSEY

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

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**
TRADE NAME: **CLIENT REGISTRATION**
TAXPAYER IDENTIFICATION#: **970-097-382/500**
SEQUENCE NUMBER: **0107330**
ADDRESS: **847 ROEBLING AVE**
TRENTON NJ 08611
ISSUANCE DATE: **07/14/04**
EFFECTIVE DATE: **01/01/01**
FORM-BRC(08-01)

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, New Jersey

Disclosure of Investment Activities in Iran

Bidder Name:	
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Part 1: Certification

*BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.***

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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 party.

Check the Appropriate Box

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, 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 on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 the County of Somerset 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 of Somerset to notify the County of Somerset 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 the County of Somerset and that the County of Somerset at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

COUNTY OF SOMERSET, NEW JERSEY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
as Principal, and

as Surety, is

hereby held and firmly bound unto
Penal Sum of

as Owner, in the

(\$) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this day of 20

The condition of the above obligation is such that whereas the Principal has submitted to

a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

NOW THEREFORE,

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

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

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

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

Principal

BY: _____
Witness

Surety

BY: _____
Witness

Attorney-in-Fact

CONSENT OF SURETY

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

_____ organized and existing under the laws of the State of _____ and licensed to do business in the State of _____ certifies and agrees, that if contract for _____ for the County of Somerset is awarded to _____

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

Signed and sealed this ____ day of _____.

Attorney-In-Fact

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

_____, surety(ies) on the attached bond, hereby certifies (Y) the following:

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

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

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

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

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

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

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

_____; and

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

CERTIFICATE

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

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

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

Signature of certifying agent

Printed name of certifying agent

Title of certifying agent

**NEW JERSEY STATUTORY
PERFORMANCE BOND**

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and

a corporation organized and existing under the laws of the State of _____ and duly authorized to do business in the State of New Jersey, as Surety, are held and bound unto

as Obligee, in the penal sum of _____ (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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

for _____

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

NOW, if the said _____ shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said contract, then this obligation shall be null and void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____ day of _____

ATTEST:

Witness

Principal

Witness

Surety