

## **County of Mercer**

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

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### **SPECIFICATIONS FOR BID**

#### **PINE SHAVINGS AND TIMOTHY HAY FOR A PERIOD OF SIX (6) MONTHS WITH OPTION TO EXTEND SIX (6) MONTHS FOR MERCER COUNTY EQUESTRIAN CENTER**

**To Be Received On  
DECEMBER 9, 2009**



Prepared By:  
Division of Central Services  
Department of Purchasing

**AB2009- 51**

**COUNTY OF MERCER BIDDER'S CHECKLIST**

**REQUIRED  
BY  
OWNER**

**Submission Requirement**

**Initial each  
required entry  
and if required  
submit the item**

<input checked="" type="checkbox"/>	New Jersey Business Registration	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Affirmative Action Statement	
<input checked="" type="checkbox"/>	Exceptions	
<input checked="" type="checkbox"/>	Signed Proposal	
<input checked="" type="checkbox"/>	One Original and One Copy of the Completed Bid	

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

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

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

Print Name and Title: \_\_\_\_\_

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

## NOTICE TO BIDDERS

Notice is hereby given that on **DECEMBER 9, 2009 AT 11:00AM** (Prevailing time), sealed bids will be opened and read in public by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 109, Trenton, New Jersey for:

### **PINE SHAVINGS AND TIMOTHY HAY FOR A PERIOD OF SIX (6) MONTHS WITH OPTION TO EXTEND SIX (6) MONTHS FOR MERCER COUNTY EQUESTRIAN CENTER**

#### **AB2009-51**

Specifications and instructions to bidders may be obtained at the Purchasing Office or on the County website at [www.mercercounty.org](http://www.mercercounty.org). Bids shall be delivered in sealed envelopes and addressed to Marcella Covello, Purchasing Agent, Room #109, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068.

**Express mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 109, Trenton, New Jersey 08611.**

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

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

COUNTY OF MERCER, NEW JERSEY  
Purchasing Department  
Marcella Covello, QPA  
Purchasing Agent

**SPECIFICATIONS FOR PINE SHAVINGS FOR SIX (6) MONTHS WITH OPTION TO EXTEND SIX (6) MONTHS**

**FOR MERCER COUNTY EQUESTRIAN CENTER  
CONTACT PERSON: CHRISTINE CARDINAL – 609-730-9059**

**PINE SHAVINGS**

The Mercer County Park Commission requests bids for Pine Shavings for equine bedding for The Mercer County Equestrian Center for a period of six (6) months with option to extend six (6) months. The Park Commission has the option to purchase a full trailer. Shavings shall be delivered bagged, in a container or palletized (dependant upon the size of the order). Pine shavings shall be compressed 3.25 cu. ft. bags, expanding to 12 cu. ft.. The following manufacturer's brands are acceptable: Pine River, Western Hay Company, Top Bedding, TGB, and Royal Wood Shavings. The awarded vendor shall deliver to:

The Mercer County Equestrian Center  
431 B Federal City Road  
Pennington, New Jersey 08534

**ESTIMATED QUANTITIES PER SIX MONTH PERIOD**

**EQUESTRIAN CENTER**

Approximately 4,200 plastic wrapped bags of compressed pine shavings with the option of purchasing a full trailer of palletized shavings or delivered in full storage containers.

**INSPECTION**

Bidders shall provide samples if requested. The Park Commission shall refuse inferior shavings.

**SPECIFICATIONS FOR TIMOTHY HAY FOR SIX (6) MONTHS WITH OPTION TO EXTEND SIX (6) MONTHS**

**MERCER COUNTY EQUESTRIAN CENTER  
CONTACT: CHRISTINE CARDINAL (609) 730-9059**

**INTENT**

The Mercer County Park Commission requests bids for Timothy Hay for equine feed for the Equestrian Center ordered on an as needed basis for a period of six (6) months with option to extend six (6) months. Delivery, with unloading and stacking, shall be to the following location:

The Mercer County Equestrian Center  
431- B Federal City Road  
Pennington, NJ 08534

**QUANTITIES**

Approximately 4,500 bales per six month delivered, tied with two polypropylene strings. Bale weight shall be 49 – 53 pounds.

**SPECIFICATIONS**

Refer to the enclosed Nutritional Composition

Visual Analysis

- Maturity of hay: Must be harvested under optimal conditions. Late vegetative, Early to Mid-bloom stages acceptable
- Color: Green to pale green
- Cleanliness: Must be free of injurious and non-injurious weeds, and foreign material
- Odor and Condition: Fresh sweet aroma. Hay must be free of mold and dust with no musty smell

Palatability and Consistency: Hay must provide effective digestible fiber in a highly palatable format. Quality must be consistent in each load.

Preservative Use: The use of an organic commercial preservative is permitted as long as the hay is palatable to the horses.

Baling and Storage: Hay shall be baled at 15%-18% moisture content unless used with a preservative. It shall be dried and stored correctly as to not affect the color or nutrition negatively, produce mold or musty smell, or collect dust.

**INSPECTION**

Bidders shall provide samples if requested. The Park Commission shall refuse inferior shipments.

**CONTRACT AWARD**

Contract shall be awarded for a period of six (6) months with option to extend six (6) months

**NUTRITIONAL COMPOSITION ANALYSIS OF TIMOTHY HAY ON PAGE #37**

**COUNTY OF MERCER**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

**No addenda were received:**

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

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

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

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

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

## INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

### 1. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the County of Mercer in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. The bid shall be submitted in a sealed envelope: (1) addressed to the County of Mercer, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- C. It is the bidder's responsibility that bids are presented to the County at the time and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. **Express mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 109, Trenton, New Jersey 08611.**
- D. The Mercer County Park Commission and the Mercer County Library System are considered agencies of the County entitled to participate in the contract(s) resulting from this bid.
- E. Sealed bids forwarded to the County before the time of opening of bids may be withdrawn upon written application of the bidder. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the County. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Bidder should consult the statutes or legal counsel for further information.

- I. If not submitting a bid proposal in accordance with the attached instructions and specifications, the outside of the above stated envelope shall be plainly marked “**NO BID**” when being returned. If bidder wishes to remain on bid list, please mark “**NO BID - PLEASE RETAIN ON BID LIST**” on front page of this proposal. Failure to comply may result in bidder being dropped from bid list.
- J. Contract shall be awarded to the lowest responsible bidder as declared by the County of Mercer. The contract awarded between the County of Mercer and the successful bidder shall establish the contractual obligation regarding specific items, specifications and services to be provided to the county.
- K. Successful bidder shall not assign, transfer, convey sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Mercer.
- L. The County of Mercer reserves the right in the event of unsatisfactory service to cancel the contract awarded to the successful bidder and procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- M. The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misrepresentation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions relating to the contract.
- N. If the request for proposal involves the use of equipment or machinery, bidder shall submit a list of same owned by the bidder necessary to perform the work being sold.
- O. Bidders are cautioned to fill in all information as requested on the proposal forms to serve as a basis for making awards. The county, without invalidating the contract, may order changes consisting of additions, deletions or modifications and the contract sum shall be adjusted accordingly.
- P. Bidder shall list all deviations from the specifications as contained herein when returning proposal as specified.
- Q. The bidder, if awarded a contract, agrees to protect, defend and save harmless the County of Mercer against any damage for the payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by his contract, and he further agrees to indemnify and save harmless the County of Mercer from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any parties, by, or from any acts of the contractor, his servants or agents.
- R. Bidder must provide Certificate of insurance in a form and amount acceptable to the County of Mercer including General Liability, Automobile, Workman’s Compensation and such other coverage as may be deemed necessary by the County of Mercer for the work, services or goods being bid.
- S. Bidder shall submit financial statements if requested showing its financial ability to perform the work being bid. The County reserves the right to require additional financial documentation prior to the award of bid if, in the opinion of the County, the financial statements submitted with the bid are deemed to be inadequate. Failure to comply with this requirement may result in being rejected at the option of the County.
- T. **BIDDERS SHALL PROVIDE TRADE SECRET OR PROPRIETARY INFORMATION UNDER SECRET COVER WITH THE BID RESPONSE.**

## **2. INTERPRETATION AND ADDENDA, CHALLENGE TO SPECIFICATIONS**

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

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

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

If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

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

#### **3. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

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

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

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

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

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

In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or

suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.

### **MULTI-BRAND MANUFACTURER'S**

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

### **4. PRICING INFORMATION FOR PREPARATION OF BIDS**

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

Estimated Quantities (Open-End Contracts): The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

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

### **5. METHOD OF CONTRACT AWARD**

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

If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

The County may also elect to award the contract on the basis of unit prices.

The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County.

### **6. TERMINATION OF CONTRACT**

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to the contractor of any sum or sums set forth in the contract. County will pay only for goods and services accepted prior to termination.

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

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

In case of default by the contractor, the County may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel the contract.

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

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new County(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the County.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.

The County of Mercer reserves the right, at its option, to terminate this contract upon giving thirty (30) days written notice to the contractor.

**7. PAYMENT**

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

**8. TRANSITIONAL PERIOD**

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

**9. NEW JERSEY SALES TAX**

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

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

**STATUTORY REQUIREMENTS  
REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

**Goods And Services (including professional services) Contracts**

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

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

**Maintenance/Construction Contracts**

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

**AMERICANS WITH DISABILITIES ACT OF 1990**

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

**STATEMENT OF CORPORATION OWNERSHIP**

N.J.S.A. 52:25-24.2 provides that no corporation or partnership 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 corporation or partnership. Bidders shall submit a statement with the bid setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

**PROOF OF BUSINESS REGISTRATION**

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal; failure to do so is a fatal defect that cannot be cured. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

**NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) and hazardous substance fact sheets must be furnished.

## **PREVAILING WAGE ACT**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. [Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html](http://www.state.nj.us/labor/lsse/lspubcon.html) or at the following:

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

## **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

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

## **PAY TO PLAY**

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

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

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

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

## **PROCESS OF ALTERNATE DISPUTE RESOLUTION**

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

## **NEW JERSEY SALES TAX**

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

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

## **BID SECURITY AND BONDING REQUIREMENTS**

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

### **A. BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the County. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. Failure to submit a bid guarantee shall result in rejection of the bid.

### **B. CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

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

### **C. PERFORMANCE BOND**

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

**TIE BIDS:** Tie bids will be decided by the Mercer County Board of Chosen Freeholders price and other factors considered.

### **DEMONSTRATION**

If so requested, the vendor shall provide demonstration.

### **SAMPLE**

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

### **MANUFACTURERS' NAMES**

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

### **AWARD/REJECTION**

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

**(A.) Cost Estimates**

All bids may be rejected when the lowest bid substantially exceeds Cost Estimates for the project.

**(B.) Abandonment**

All bids may be rejected when Mercer County abandons the project.

**(C.) Revisions**

All bids may be rejected when the specifications are substantially revised.

**(D.) Provisions of Law**

All bids may be rejected when the purposes and/or provisions of law are violated.

**(E.) State Contract**

All bids may be rejected when the County decides to use the State Contract for the goods or services needed.

**(F.) Availability of Funds**

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

**(G.) Multiple Bids Not Allowed**

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

**(H.) Unsatisfactory Past Performance**

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the County of Mercer in an unacceptable manner, may be rejected.

**(I.) Failure to Enter Contract**

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

**INQUIRIES**

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

**COMMUNICATIONS AFTER THE BID OPENING**

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

**INDEX RATE**

If the County of Mercer desires to extend a contract under the provisions of N.J.S.A. 40A:11-15 or N.J.S.A. 18A:18A-42, the index rate is the basis to determine the appropriate increase in the contract price. The following are the requirements for using this provision:

Contracts for services, the statutory length of which is for three years or less, may only include provisions for no more than one (1) two-year or two (2) one-year extensions. The original bid specifications and contract must include language that explains the possibility for an extension.

**W-9**

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

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**(As Applicable)**

**The vendor must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer property and will not employ individuals who are not properly registered with the United States Citizenship and Immigration Service.** Successful bidder will provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form to the County of Mercer **[insert appropriate department, agency, commission, etc.]** at least ten (10) days prior to any of its employees being permitted to work under this contract on County of Mercer property.

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

The vendor must also inform the County of Mercer of all Immigration and Naturalization status changes and arrests of its employees working under this contract on County of Mercer property for the duration of the contract. In this regard, the vendor shall make quarterly inquiry of all employees working under this contract as to any Immigration and Naturalization changes and employee arrests.

**[For insertion into multi-year contracts]** The vendor must provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form and the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record:  
[http://www.state.nj.us/lps/njsp/about/serv\\_chrc.html#instruct](http://www.state.nj.us/lps/njsp/about/serv_chrc.html#instruct)

**VEHICLE REQUIREMENTS**  
**(Applicable For Vehicle Bids Only)**

**VENDORS MUST SPECIFY THE MANUFACTURER'S CUT-OFF DATE FOR CURRENT VEHICLE. THE VENDOR MUST SPECIFY EXCEPTIONS AND PRICING IF PROVIDING A LATER MODEL AFTER THE CUT-OFF DATE.**

Operators, parts and service manuals shall be provided by the bidder. Training for operators and mechanics shall be provided by the vendor. The vendor will pick up vehicle for all warranty work. The vendor will return the vehicle after repairs are completed for inspection.

Vehicle will be licensed and titled to the County of Mercer with registration and tags included.

**Manufacturer's Cut-off Date** \_\_\_\_\_

**Comply Exactly?** YES  NO

**Exceptions:**

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## Executive Order 98 - 1

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

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

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

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

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

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

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

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

- Section 1: The procedures and guidelines set forth herein shall apply to items of apparel and textiles, such as clothing, headwear, footwear, linens and fabric, as well as to any other industry designated by the county executive as vulnerable to sweatshop competition.
- Section 2: In order to ensure that the county contracts with vendors that have responsible employment practices, the following criteria will be used in contracting for goods and services:
- A. Preference will be given whenever possible to goods or services produced in the U.S.A.
  - B. The county will whenever possible only contract with vendors with responsible employment practices, as defined in Section 3.B below.
- Section 3: The county shall require of every bidder for contracts covered under Section 1:
- A. Disclosure of all sub-contractors and sites. The bidder or vendor shall identify the name and address of each subcontractor to be used, as well as the address of all locations, including sub-contractor locations, substantially involved in providing goods or services covered by this act. Such information will be considered public information.
  - B. Certification of Compliance. The bidder or vendor shall certify each location, including sub-contractor locations, substantially involved in producing or distributing goods or services covered by this act meets the following standards:

1. Compensation. Wage and benefit levels must be sufficient to meet basic needs and provide some discretionary income for a family of 4 (a “living wage”).
2. Rights. The company respects workers’ rights to speak up about working conditions, without fear or retaliation, and to form unions of their own choosing without employer resistance. Due process and just cause procedures are used for discipline or discharge, with recourse to arbitration. The company complies with all laws, regulations and standards governing the workplace. The company does not use child labor, forced labor, corporal punishment. The company does not discriminate in hiring, promotion or compensation on the basis of race, national origin, religion, gender, sexual preference, union affiliation, or political affiliation.
3. Safety and Health. The factory provides a safe and healthy work environment.

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

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

**DATE:** \_\_\_\_\_  
**SIGNED** \_\_\_\_\_  
**POSITION** \_\_\_\_\_  
**COMPANY** \_\_\_\_\_

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

The contractor and the County of Mercer, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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.

## **EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES**

### ***PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX***

#### 1604.11 Sexual Harassment

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

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

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

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

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

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

**MERCER COUNTY'S POLICY ON SEXUAL HARASSMENT**

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

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

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

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

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

## **INSURANCE AND INDEMNIFICATION REQUIREMENTS**

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

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

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

**In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, Trenton, NJ 08611". The Certificate shall contain a 30-day notice of cancellation.**

### **INDEMNIFICATION AND HOLD HARMLESS CLAUSE**

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

### **WAIVER OF SUBROGATION CLAUSE**

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

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Dated and Signed

## BACKGROUND INFORMATION FORM

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

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Nature of Business \_\_\_\_\_

The ownership of the above referenced business is considered:

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

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

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**MERCER COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

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

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

**Goods and General Service Vendors**

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

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

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

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

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

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

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

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

(REVISED 10/08)  
**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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **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, labor unions, that it does not discriminate on the basis of age, 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## **“ADVISORY”**

### **PUBLICATION FROM THE DIVISION OF CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTING FORMERLY REFERRED TO AS “AFFIRMATIVE ACTION”**

#### **AMENDMENTS - REPEALS - NEW RULES**

##### **N.J.S.A. 10:5-31 et seq. & N.J.A.C. 17:27 et. seq.**

- Name Change to “Division of Contract Compliance and Equal Employment Opportunity in Public Contracting”
- Further clarify and define standards necessary to implement the law
- Changes that strengthen Department’s enforcement powers
- Shift in focus from Affirmative Action to EEO in public contracting (requires insertion of “EEO” whenever “AA” appears in mandated language) advertisements, specifications and contracts
- Defines affirmative action good faith steps to ensure EEO, not quotas
- A plan that complies with N.J.A.C. 17:27, affirmative action plan
  - Program Monitoring Unit means Construction, Procurement or Public Agency units “demolition” included in “construction contract” and “construction project”
  - Both goods & services and public works contract language amended to include “gender identity or expression, disability and nationality to protected classes “goods & services contractor” deleted (G&S used in LPC) “vendor” clarified to include goods & services contractor & professional services
- New 17:27-3.2 – sets forth requirements for public agencies to comply, cooperate with Division mandatory language, provide vendors and construction contractors with copies of law and rules as requested etc.
- Contractors and sub-contractors must provide the Division with evidence of good faith efforts on request
- \$150 fee for vendors for initial issuance & renewal of Certificate of Employee Information Report to offset Divisions operating Costs; 50+ workers every three years; less than 50 every seven years
- 17:27-5.5 – Additional criteria for determining good faith efforts
- 7.2 currently reserved – in process of amendment to provide that the Division will discuss the construction contractor’s responsibilities, the targeted employment goals and good faith criteria at either:
  - A preconstruction meeting
  - Initial job meeting
  - During the first site monitoring visit
- 7.3 new-construction contractor & sub-contractors compliance obligation
- 7.4 financing of minority & women worker outreach & training has been repealed
- Public Agency has 30 days from receipt of a letter advisement to correct the violation
- Construction contractor, vendor or public agency – fines & penalties up to \$1,000 per day (1<sup>st</sup> -\$250; 2<sup>nd</sup> \$500 and 3<sup>rd</sup> \$1,000) according to size of vendor’s/contractor’s business or population of the public agency
- Factors in assessing a fine or penalty
- Use of the term “targeted” in conjunction with employment goals

All Engineering personnel and related professionals dealing with construction contracts are advised to read the entire rule changes for Contractor and Subcontractor Compliance Obligations beginning at 17:27-7.3

**STOCKHOLDER DISCLOSURE CERTIFICATION**

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

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

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

**Check the box that represents the type of business organization:**

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

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

**DATE OF INCORPORATION:** \_\_\_\_\_

**STATE OF INCORPORATION:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**Stockholders:**

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

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

\_\_\_\_\_

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

Printed Name & Title \_\_\_\_\_

**THIS FORM MUST BE SIGNED.**

**Revised Contract Language for BRC Compliance**  
*Goods and Services Contracts (including purchase orders)*  
*\* Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**ALERT**  
**FAILURE TO INCLUDE A COPY OF YOUR**  
**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**  
**IS CAUSE FOR REJECTION OF YOUR PROPOSAL**

THE FOLLOWING ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES. FAILURE TO SUBMIT ONE OF THESE DOCUMENTS WITH THE BID WILL CAUSE YOUR BID TO BE REJECTED, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF MERCER

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


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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
 TAXPAYER IDENTIFICATION#: 970-097-382/500  
 ADDRESS: 847 ROEBLING AVE  
 TRENTON NJ 08611  
 EFFECTIVE DATE: 01/01/01  
 FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION  
 SEQUENCE NUMBER: 0107330  
 ISSUANCE DATE: 07/14/04

*John S. Tully*  
 Acting Director

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

 **STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT

**Trade Name:**

**Address:** 847 ROEBLING AVE  
 TRENTON, NJ 08611

**Certificate Number:** 1093907

**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
 20041014112823533

**REFERENCES (IF REQUIRED)**

PROJECT NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_

PROJECT NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_

PROJECT NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_

**PINE SHAVINGS AND TIMOTHY HAY FOR A PERIOD OF SIX (6) MONTHS PERIOD WITH  
OPTION TO EXTEND SIX (6) MONTHS AS AN OPEN-END CONTRACT**

Pine River, Top Bedding, TGB, Western Hay, or Royal Wood or Equivalent;  
Approximately 4,200 plastic bags of 3.25 cubic feet of compressed pine shavings and  
approximately 4,500 Bales of Timothy Hay

**PINE SHAVINGS SIX (6) MONTH PERIOD**

COST PER BAG \$ \_\_\_\_\_

QUANTITY OF BAGS ON A FULL TRAILER \_\_\_\_\_

**OPTION TO EXTEND SIX (6) MONTHS**

COST PER BAG \$ \_\_\_\_\_

QUANTITY OF BAGS ON A FULL TRAILER \_\_\_\_\_

**HAY SIX (6) MONTH PERIOD**

COST PER BALE \$ \_\_\_\_\_

**OPTION TO EXTEND SIX (6) MONTHS**

COST PER BALE \$ \_\_\_\_\_

\_\_\_\_\_  
**(SIGNATURE BY AUTHORIZED REPRESENTATIVE)**

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

\_\_\_\_\_ having its principal office at \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

FED. ID # \_\_\_\_\_

NAME \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_



Nutritional  
Analysis-

Hay should meet the following nutritional requirements when core samples are taken from the center of the bale, chemically analyzed, and the nutrient content is determined by a laboratory.

**NUTRITIONAL COMPOSITION OF TIMOTHY HAY (book values)**

STAGE			Fiber			Energy			Minerals				
	DM %	CP %	CF %	NDF %	ADF %	TDN %	DE Mcal/lb	Fat %	Ca %	P %	Mg %	K %	S %
Late Vegetative	89	14	32	55	29	62	1.24	3	0.45	0.4	0.11	3.05	0.13
Early Bloom	89	10.8	34	61	35	59	1.18	2.8	0.51	0.29	0.13	2.41	0.13
Mid Bloom	89	9.7	34	64	35	57	1.14	2.7	0.48	0.23	0.13	1.82	0.13

DM dry matter  
CP crude protein  
CF crude fiber  
NDF neutral detergent fiber

ADF acid detergent fiber  
DE digestible energy  
CA calcium  
P phosphorus

Mg magnesium  
K potassium  
S sulfur