

County of Mercer

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

SPECIFICATIONS FOR BID

**JANITORIAL SERVICES FOR
THE MERCER COUNTY CRIMINAL AND CIVIL COURTHOUSES
AND THE MCDADE ADMINISTRATION BUILDING
TRENTON, NEW JERSEY
FOR A PERIOD OF TWO (2) YEARS WITH
OPTION TO EXTEND TWO (2) YEARS
BASED ON THE INDEX RATE**



To Be Received On
OCTOBER 12, 2011

Prepared By:
Division of Central Services
Department of Purchasing

AB2011-53

**COUNTY OF MERCER
BID DOCUMENT CHECKLIST**

Required With Bid		Read, Signed & Submitted Bidder's Initial
A.	FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID	
<input checked="" type="checkbox"/>	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)	
<input checked="" type="checkbox"/>	Consent of Surety (Certificate from Surety company)	
<input checked="" type="checkbox"/>	Performance Bond (Required from the Awarded Contractor)	
<input type="checkbox"/>	Maintenance Bond (Required from the Awarded Contractor)	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification (Do not reference a company)	
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Questionnaire	
<input type="checkbox"/>	License(s) or Certification(s) Required for the Project	
<input checked="" type="checkbox"/>	Completed and Signed Proposal Page	
B.	MUST COMPLY WITH THE FOLLOWING	
<input checked="" type="checkbox"/>	Executive Order 98-1	
C.	MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED	
<input type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder (Prior to Award, but effective at time of bid)	
<input checked="" type="checkbox"/>	Business Registration Certificate - Bidder (Prior to Contract Award)	
D.	SUBMIT THE FOLLOWING/COMPLY WITH THE FOLLOWING	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	New Jersey DOT Prequalification	
<input checked="" type="checkbox"/>	Three (3) references for similar projects	
<input type="checkbox"/>	Catalog/Price List	
<input checked="" type="checkbox"/>	Submit Original Bid Document and One Copy	
<input type="checkbox"/>	Certification of Available Equipment	
<input checked="" type="checkbox"/>	Safety Certification	
<input checked="" type="checkbox"/>	EXCEL Spreadsheet submitted on CD with Bid Proposal	
E.	READ ONLY	
<input checked="" type="checkbox"/>	Americans With Disability Act of 1990 Language	
F.	OPTIONAL ITEM(S)	
<input type="checkbox"/>	County Cooperative Contract Option	

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.

Bidder Name: _____ Date: _____

Authorized Representative: _____

Signature: _____

Print Name & Title: _____

NOTICE TO BIDDERS

Notice is hereby given that on **OCTOBER 12, 2011 AT 11:00 AM** (Prevailing time), sealed bids will be opened and read in public by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 109, Trenton, New Jersey for:

JANITORIAL SERVICES FOR THE MERCER COUNTY CRIMINAL AND CIVIL COURTHOUSES AND THE MCDADE ADMINISTRATION BUILDING (AB2011-53)

Specifications and instructions to bidders may be obtained at the Purchasing Office or on the County website at <http://nj.gov/counties/mercer/business/purchasing/bidsopp.html>

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.

With the exception of the United States Postal Service, express mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 109, Trenton, New Jersey 08611.

Specifications and drawings may be obtained at the Department of Purchasing for in Room #109 of the Administration Building during office hours. A site visit has been scheduled for September 27, 2011 at 10:00 AM. Bidders shall meet with Pat Pragliola on the 1st Floor in room 101 of the McDade Administration Building and once finished travel to 209 South Broad Street, 1st floor to meet with Rick Angelo.

Bid Addenda will be issued on the website for bids issued online; therefore, all interested respondents shall check the website from now through the bid opening.

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

COUNTY OF MERCER, NEW JERSEY
Purchasing Department
Marcella Covello, QPA
Purchasing Agent
AB2011-53
609 989 6710

INSTRUCTIONS TO BIDDERS FOR MULTIPLE LINE BID PROPOSALS

Submit EXCEL Spreadsheet on CD and include hard copy proposal with bid. The detailed form of proposal is found on the County of Mercer website, at: <http://nj.gov/counties/mercercer/business/purchasing/bidsopp.html>

Bidders shall submit with their bid, a CD containing the EXCEL spreadsheet. Bidders shall not modify the format of the spreadsheet. Do not convert the Spreadsheet to Portable Document Format (PDF) or change the format. Bidders shall also include with their bid response, a printed copy of the completed spreadsheet.

SPECIFICATIONS FOR JANITORIAL SERVICES
AT 175 SOUTH BROAD STREET AND 209 SOUTH BROAD STREET
(CRIMINAL AND CIVIL COURTHOUSES) AND
THE MERCER COUNTY MCDADE ADMINISTRATION BUILDING
612-640 SOUTH BROAD STREET
TRENTON, NJ

PURPOSE AND INTENT

The County of Mercer requests bids for janitorial services. The expected services and products are described in this RFB. The intent of this RFB is to award a contract to that responsive and responsible bidder whose bid proposal, conforming to this RFB, is most advantageous to the County in accordance with the New Jersey Local Public Contract Laws. The contract shall be awarded for a period of two years with the option to extend two years based upon the index rate. Bidders are required to submit a bid deposit and consent of surety and the awarded Contractor shall provide a performance bond for the term of the two year contract. Bidders shall have three years experience providing similar services. The County reserves the right to add locations. Bidders shall provide a cost per square foot for additional services.

SITE VISIT

There are three buildings covered under the contract, at 612-640 South Broad Street, 209 South Broad Street and 175 South Broad Street. A site visit has been scheduled on September 27, 2011 at 10:00 AM. It is highly recommended that all bidders attend. Bidders shall meet with Pat Pragliola on the first floor of the McDade Administration Building at 640 South Broad Street, Room 101 on the date and time of the site visit and shall then travel to 209 South Broad Street, First Floor to meet with Rick Angelo.

CONTRACT MANAGERS:

COURTHOUSES

Rick Angelo, Superintendent of Courthouses at (609) 989-6448 6447

MCDADE ADMINISTRATION BUILDING

Pat Pragliola, Assistant Superintendent of Buildings and Grounds at (609) 989-6631

A qualified supervisory representative shall meet weekly with the County designees, Pat Pragliola and Rick Angelo during County business hours of 7:00 A.M. and 3:00 P.M.

Custodians and Matrons/Porters will be required to wear a matching uniform with the company name and a company issued photo laminated ID card to be worn in plain view at all times.

Custodians and Day Matrons are required to sign in and out at a centralized location at each location. The contractor must perform a Criminal Background Check on each potential employee and provide reports to the respective contact at each location.

AREA

640 South Broad Street, Trenton, New Jersey: 103,000 Square Feet - (includes all occupied areas) 25 Bathrooms

209 South Broad Street, Trenton, New Jersey: 100,000 Square Feet - (includes all occupied areas) 33 Bathrooms

175 South Broad Street, Trenton, New Jersey: 150,000 Square Feet - (includes all occupied areas) 56 Bathrooms and 6 Holding Cells

ADDITIONAL WORK REQUIREMENTS:

THE CONTRACTOR SHALL PROVIDE AN ALL INCLUSIVE COST PER SQUARE FOOT (EQUIPMENT, SUPPLIES AND LABOR) FOR ADDITIONAL WORK AS REQUIRED AND AT LOCATIONS REQUESTED BY THE COUNTY.

UNSATISFACTORY PERFORMANCE

All work shall be supervised by the Contractor’s personnel who will co-ordinate efforts with the County. The County shall monitor the services provided and if found to be unsatisfactory, work shall performed at no additional cost to the County. Contractor **will not** be compensated until the work is completed. The uncompleted work **must** be performed by the Matron or Custodian the following day.

EQUIPMENT

The Contractor shall be required to furnish the County of Mercer with a list of equipment to be used in the execution of this contract and agrees to upgrade such equipment should it be necessary to do so by mutual consent with the County. Faulty equipment must be replaced within one day. Mercer shall not be liable or responsible in any way for the loss of equipment stored in any County Facility.

If property damage resulting from contractors negligence has to be repaired and/or replaced by the county; the expense for such work will be deducted from the monies due the contractor.

The Contractor shall at all times comply with the NEW JERSEY RIGHT TO KNOW ACT, including ensuring proper labeling of all containers of potentially hazardous materials, and furnishing Material Safety Data Sheets (MSDS) as required.

THE MINIMUM SALARY FOR MATRONS AND CUSTODIANS MUST MEET THE REQUIRED NEW JERSEY MINIMUM WAGE RATE.

The following are designated County holidays and excluded from the work schedule:

- | | |
|------------------------|--------------------------|
| Independence Day | Christmas Day |
| Labor Day | New Years Day |
| Columbus Day | Martin Luther King's Day |
| General Election Day | Lincoln's Birthday |
| Veteran's Day | Washington's Birthday |
| Thanksgiving Day | Good Friday |
| Day after Thanksgiving | Memorial Day |

RECYCLING POLICY

AS STATED IN THE SPECIFICATIONS

The Contractor shall contact **Patrick Cane of the MCIA at (609) 278-8083** of the Mercer County Improvement Authority with regard to the County of Mercer's Recycling Ordinance. Recyclables shall be source separated and not commingled with other solid waste.

INDEPENDENT CONTRACTOR

The Contractor shall be an independent contractor in every respect and not an agent of the County. The Contractor shall be the sole employer of all personnel engaged in the performance of this contract and shall accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the as well as for any claims made by or on behalf of the

Contractor's agents, servants and employees arising out of their employment or work pertaining to the performance of this Contract.

INDEMNIFICATION

The Contractor shall accept the full responsibility for and shall defend, indemnify and save harmless Mercer County, its officials, officers, employees, and agents from all claims for all loss or damage to property and injury to persons resulting from the negligent execution or performance of this Contract as well as for any claims made by or on behalf of Contractor's agents, servants, and/or employees arising out of their employment or work pertaining to the operation under this Contract; moreover Contractor shall at all times defend, indemnify and hold the County, its elected officials, officers, and/or employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, including costs, attorney and witness fees, and expenses incident thereto, arising out of or in connection with the execution or performance of this Contract. Contractor shall be an independent contractor at all times and in every respect and not the agent of the County. Nothing contained herein and no direction or notification from the County, the Project Manager, or his /her designee to the Contractor shall imply the creation of a partnership, joint venture or agency relationship between the parties herein.

BONDING OF EMPLOYEES

Employees employed by the Contractor at County facilities are required to be bonded. Bonding shall be in the amount of \$25,000. The Bonding Company shall be authorized to do business in the State of New Jersey. Any and all fees for the Bonding of ALL Contractors' employees at County facilities are the responsibility of the Contractor.

SCOPE OF WORK

The contractor will have direct responsibility for the completion and quality of janitorial services within the buildings. The contractor may provide janitorial services directly with his own staff.

CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for the provision of all management personnel, supervisors, labor, equipment, materials and supplies necessary to complete the required work.

EXCLUSIONS: Landscape services such as grass mowing and trimming, mulching, weeding and tree trimming and snow removal are specifically excluded from this contract.

GENERAL AND OFFICE SPACE

All offices, hallways, foyers, stairways, closets, meeting rooms, conference rooms, lounges, copy rooms, mechanical rooms, electrical rooms, storage rooms, including all finished space that has painted walls and tile, carpet or other finished floor. This includes foyers, entrances, exits, and stairwells. This includes all levels and all floors of all buildings.

KITCHEN AND COUNTER

All lunch rooms, kitchens, counter areas and meeting areas where food is served shall be cleaned on a daily basis.

REST ROOMS

All rest rooms shall be cleaned on a daily basis.

GENERAL SITE INFORMATION

COUNTY WORKING HOURS

Normal daytime working hours are between 7:00 AM and 4:30 PM.

CONTRACTOR WORKING HOURS

The County will control signing in and out. Signing in or out for someone other than themselves, or with an incorrect time will be reported to the Contractor Supervisor and the County. All work shall be performed between the hours of 8:30 AM AND 4:30 PM AND 5:00 PM AND 9:00 PM OR 11:00 PM. MONDAY THROUGH FRIDAY, NO WEEKENDS AS SPECIFIED.

175 SOUTH BROAD STREET, TRENTON, NJ:

ONE FULL TIME DAY MATRON BETWEEN THE HOURS OF 8:30 AM AND 4:30 PM WORKING SEVEN HOURS PER DAY, MONDAY THROUGH FRIDAY

TWELVE (12) CUSTODIANS WORKING FIVE (5) HOURS PER EVENING BETWEEN THE HOURS OF 5:00 P.M. AND 11:00 P.M., MONDAY THROUGH FRIDAY

ONE (1) SUPERVISOR WORKING FIVE (5) HOURS PER EVENING BETWEEN THE HOURS OF 5:00 P.M. AND 11:00 P.M., MONDAY THROUGH FRIDAY

209 SOUTH BROAD STREET, TRENTON, NJ:

ONE FULL TIME DAY MATRON BETWEEN THE HOURS OF 8:30 AM AND 4:30 PM WORKING SEVEN HOURS PER DAY, MONDAY THROUGH FRIDAY

EIGHT (8) CUSTODIANS WORKING FIVE (5) HOURS PER EVENING BETWEEN THE HOURS OF 5:00 P.M. AND 11:00 P.M., MONDAY THROUGH FRIDAY

ONE (1) SUPERVISOR WORKING FIVE (5) HOURS PER EVENING BETWEEN THE HOURS OF 5:00 P.M. AND 11:00 P.M., MONDAY THROUGH FRIDAY

612-640 SOUTH BROAD STREET, TRENTON, NJ:

ONE FULL TIME DAY MATRON BETWEEN THE HOURS OF 8:30 AM AND 4:30 PM WORKING SEVEN HOURS PER DAY, MONDAY THROUGH FRIDAY

SEVEN (7) CUSTODIANS WORKING FIVE (5) HOURS PER EVENING BETWEEN THE HOURS OF 5:00 P.M. AND 9:00 P.M., MONDAY THROUGH FRIDAY

ONE (1) SUPERVISOR WORKING FIVE (5) HOURS PER EVENING BETWEEN THE HOURS OF 5:00 P.M. AND 9:00 P.M., MONDAY THROUGH FRIDAY

INVOICES

INVOICES SHALL BE PROCESSED MONTHLY AND BROKEN OUT BY SQUARE FOOTAGE FOR EACH FACILITY.

SECURITY CLEARANCE

As a condition of employment and for purposes of determining a person's qualifications for employment, the contractor shall undertake a criminal history record background check for all cleaning personnel assigned to work at the County Buildings.

The contractor shall submit to the New Jersey State Police Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information form (SBI-212B), and the appropriate fee for all cleaning personnel it may assign to work at this Hamilton Complexes. The contractor shall not permit any newly hired, re-hired or transferred cleaning personnel to work in a facility until the SIB has furnished the results of the criminal history record background check to the vendor.

The contractor will be required to retain the results of an individual's criminal history background check as long as that person is assigned to this contract. The results of the criminal history background check will be made available to the Contract Manager by the contractor upon request.

The contractor must ensure that all of his personnel and the personnel of any subcontractor observe all regulations in effect including security sign-in/sign-out procedures. Under no circumstances will the contractor or its personnel represent themselves as employees of the County. The above mentioned sign-in procedure and sign-in sheet will be the official record of employees for all purposes of this contract. This shall be used by the Contract Manager for contractor employee and work verification purposes.

The contractor must develop and maintain an ongoing and current written list of all contractors' personnel used on the contract. This list must be updated and supplied in writing to the Contract Manager at least twenty- four (24) hours before a new employee reports for work. This list must include a current active list of the "pool" of back-up employees required under the various staffing requirements of this RFP. It must include the employee's full name, and date of birth. When new personnel are assigned, this information must be given to the Contract Manager immediately and clearly identified as an update to the initial list. The contractor shall undertake and receive the results of the criminal history record background check for all cleaning personnel prior to submitting the updated list to the Contract Manager for approval and therefore, before assigning the employee to work.

Any contractor's employee reporting to work without a uniform and company identification badge will not be permitted to remain in the building. Any such employee will not be considered to be in attendance for purposes of meeting the mandatory minimum total cleaning hours. The contractor is responsible for replacement of the employee as soon as possible or within one (1) hour from the required "pool" of employees with pre-approved security clearances. The contractor is fully responsible for the conduct of their employees on County premises.

CLEANING RELATED REQUIREMENTS

All areas are to be considered office type space. The contractor must furnish all of the necessary supervisory, labor and criminal history background checks for all cleaning personnel. The contractor must furnish the necessary equipment, materials and supplies required to provide janitorial services as described in the request for bid. The County shall furnish hand-soap, paper towels, toilet tissue, sanitary napkins and trash can liners. The Contractor shall furnish and provide for all other cleaning supplies and equipment necessary for the proper execution of this contract such as but not limited to waxes, strippers, cleaners, buffers, vacuum cleaners, mops and buckets.

MINIMUM REQUIREMENT FOR CLEANING PRODUCTS

The County requires bidders to provide environmentally preferable cleaning products. The minimum acceptable standards established for the performance of these products are based on:

- A. The Green Seal Standard for Industrial and Institutional Cleaners (GS-37)
- B. The Environmental Choice Program Certification Criteria Document (CCD-146)
- C. The US Environmental Protection Agency's Design for the Environment (DfE).
- D. The Green Seal Standard for Floor –Care Products- Finishes and Strippers (GS-40)
- E. The Environmental Choice Program Certification Criteria Document (CCD-147)

A. Green Seal GS-37 Industrial and Institutional Cleaners:

Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. The Green Seal (GS-37) standards establish environmental requirements for industrial and institutional general-purpose, bathroom, and glass cleaners. For purposes of this standard, general-purpose, bathroom, and glass cleaners are defined as those cleaners intended for routine cleaning of offices, institutions, warehouses, and industrial facilities. Product users should follow the manufacturers' instructions on compatibility. Each criterion states whether it applies to the undiluted product or to the product as used. Green Seal has no financial interest in the products that it certifies or recommends or in any manufacturer or company. Green Seal's evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, visit their website at (<http://www.greenseal.org>).

B. The Environmental Choice Program (ECP)

Established in 1988, the ECP was the second national ecolabelling initiative undertaken. There are now more than three dozen such programs worldwide. The Global Ecolabelling Network (GEN) is an international association of ecolabelling programs, including the Environmental Choice Program. For more information, visit their website at (<http://www.environmentalchoice.com>)

C. The US Environmental Protection Agency's (EPA)

Design for the Environment (DfE) Formulator Program offers partnership and recognition to companies that act as environmental stewards by improving the environmental profile of their products. Innovative and improved cleaning formulations contain ingredients with lower inherent toxicity, less bioaccumulation potential, less toxic byproducts and more rapid biodegradability. DfE partnership entails an ongoing relationship with EPA, formalized in a voluntary

memorandum of understanding. EPA and partner companies work toward mutually agreed upon goals to improve the environmental performance of cleaning products and systems. For more information, visit their website at (<http://www.epa.gov/dfepubs/formulat/brochure/>)

D. Green Seal GS-40 Floor Care Products – Finishes and Strippers:

This standard establishes environmental requirements for industrial and institutional floor-care products. The floor care products addressed by this standard include floor finish and floor finish stripper. For purpose of this standard, floor finish (also called floor polish) is defined as any product designed to polish, protect, or enhance floor surfaces by leaving a protective wax, polymer or resin coating that is designed to be periodically removed (stripped) and reapplied. Floor finish stripper (or floor remover- referred to here as “stripper”) is defined as a product designed to remove floor finish through breakdown of the finish polymers, or by dissolving or emulsifying the finish, polish, or wax. This standard does not address general-purpose cleaners that can be used to clean floors, floor sealers, spray buffing products, or products designed to remove floor wax solely through abrasion. Product users should follow the manufacturers’ instruction on compatibility. Each application must be designed to work together in an environmentally preferable system of overall floor care. Therefore, both the finish and its compatible stripper must meet all these criteria unless otherwise indicated. Each criterion states whether it applies to the undiluted product or the product as used. All criteria pertain to both finishes and strippers unless otherwise indicated. <http://www.green Seal.org>

E. The Environmental Choice Program Certification Criteria (CCD-147) Hard Floor Care Products.

The Environmental Choice Program is designed to support a continuing effort to improve and maintain environmental quality by reducing energy and materials consumption by minimizing the impacts, pollution generated by the production, use and disposal of goods and services available to Canadians. Hard floor care products that fall under these criteria include floor finishes, floor strippers, and neutralizing solutions, floor finish restorers and sealers. The product group includes solutions for use on ceramic, terrazzo, vinyl composite tile, concrete linoleum, rubber, and marble surfaces. It does not include products designed for unfinished wood floors, or products designed to cure concrete surfaces. These criteria do not apply to floor cleaners <http://www.environmentalchoice.com>

RECYCLING

Contractor must empty recycling container(s) in the proper recycling hamper(s) or storage bin(s). Newspapers must be separated and placed in designated containers and cardboard boxes are to be flattened and placed in designated containers. Contractor must empty commingled (cans & bottles) recyclables in designated containers. Containers are located outside of the building.

LEVEL OF CLEANLINESS FOR ALL TASKS

The contractor must provide cleaning as thoroughly and frequently as specified. The contractor must supply the mandatory hours specified. Failure to meet the level of cleanliness standards shall lead to formal complaints and possible cancellation of the contract.

The level of cleanliness must meet the minimum acceptable standards as indicated below:

- 1) Clean, Dust or Damp Wipe: Free of dust, dirt, wax build up, smudges, marks, spots, stains, or film. Thoroughly cleaned and dusted from the complete surface from corner to corner and including corners, edges, sides, top, bottom of the surfaces, molding, crevices, ledges and any hardware attached. Free from spots, smudges, stains, watermarks and rings. No dust streaks. Damp wiping must be dried to provide a uniform appearance.
- 2) Wipe Dry: Drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance.
- 3) Sweeping and Damp Mopping: All floors shall be cleaned and free of dirt from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. No dirt shall be left behind or next to radiators, on landings, on stair treads or on carpet and flooring adjacent to the area being swept and/or mopped.
- 4) There shall be no trash or foreign matter under floor mats, desks, tables, chairs or receptacles. Gum, scuffs and other matter is to be removed by spot cleaning.
- 5) Sweeping and Scrubbing: The floors and stairs shall be properly prepared, thoroughly swept, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. Clean and free of dirt and debris, no water streaks, no mop marks, no gum, tar or other substances on the floor surface. Scrubbing shall be performed by machine. Edges, corners, and stair treads must be clean and free of dirt, debris and build up, hand scrubbing may be required. Stair treads must be free of any wax, treads cannot be slippery. Properly rinsed and dry mopped to present an overall appearance of cleanliness. Special attention shall be given to floors in restrooms near urinals and commodes for elimination of odors and stains. Appearance shall be uniformly clean. All other non-carpeted floors without specific instructions, shall be stripped, use wet dry vac to remove stripping, rinsed twice, sealed and apply four coats of high quality non-slip floor finish. The floors shall be buffed to a uniform luster. Clean residue from walls, kick plates, edges and baseboards.
- 6) Vacuum: Thoroughly clean dust and dirt from complete carpet or fabric partitions, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors.
- 7) Metal Polishing: Metal polishing may be performed by damp-wiping and drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance. However, if a uniform polished appearance is not produced, the appropriate metal polish must be used for the type of metal surface based on the manufacturer's recommendations and industry standards.
- 8) Sinks, Urinals and Toilets: Inside of stalls, bowls and urinals, outside, top, bottom (underside) and sides of fixtures including all hardware shall be clean and free of dirt, mold, mildew, streaks, stains or any build up of matter. Free of odor.
- 9) Window Washing and Glass Cleaning: All glass shall be clean and free of dirt, grime, streaks, tape, sticky substance, cobwebs, excessive moisture, smudges and prints. Glass shall not be cloudy. Surrounding walls, woodwork and trim shall be thoroughly wiped free of drippings and other watermarks.
- 10) Spot Cleaning: All walls, floors, carpet, furniture, fabric and metal partitions are to be free of marks, stains, spots, spills, smudges, gum, tar and other foreign matter. Cleaned area must blend into surrounding area.

- 11) Floor Buffing: Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, scuff marks, gum, tar, and other foreign matter. Floor should be buffed to a uniform shine.
- 12) Floor Finish: Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains, old finish and old finish build up, gum tar and other foreign matter. No build up in corners or along edges and baseboards. All edges and baseboards must be clean of any dirt or finish residue. No streaks, no film or powder residue on floor surface. Floor should have a uniform shine.
- 13) Cleaning Blinds: All blinds are to be free of all dirt, debris, smudges, stains and streaks. Cords and ropes are to be clean and free of all dirt, debris, smudges and stains.
- 14) Computer and other electronic/electric office equipment: Must be dusted with a feather duster only. The contractor must NOT clean PC's, computer equipment with cloth, paper towels or liquid sprays, oils, water etc. of any kind.

THE CONTRACTOR'S PERSONNEL AND RESPONSIBILITIES

During the course of the contract, the County reserves the right to add Janitorial Services similar in scope. Any such additions will be in accordance with all terms, condition, specifications, unit cost per square foot and hourly rates per year contained in the contractor's bid proposal. The contractor must accept any and all additional individual locations.

LEAD TIME

The Contract Manager will provide five (5) working days as the minimum lead time for adding locations. Upon thirty (30) days notice, the Contract Manager may terminate specific locations and/or sites for reasons including but not limited to vacating of premises in part or whole, renovations or like conditions. The Contract Manager will advise the contractor of any change in the status of location involved in the contract as they occur.

REGULARLY SCHEDULED DAILY TASKS

DAILY TASKS DEFINED - Daily (every day)

- 1) Empty all trash receptacles and ash urns. Replace trash liners. Damp wipe receptacles. Wash trash receptacles and ash urns as needed to ensure no odor and clean appearance.
- 2) Pick up all litter.
- 3) Rest Rooms

Frequency - Daily

- 1) Scour and scrub the entire seat, toilet and urinal with fresh solution of germicidal cleaner. Wash all metal surfaces including handles with fresh solution of germicidal cleaner and wipe dry.
- 2) Scour and scrub the entire sink and shower with fresh solution of germicidal cleaner. Wash all sink fixtures with fresh solution of germicidal cleaner and wipe dry.
- 3) Wash the disposal receptacles within the toilet stalls with a fresh solution of germicidal cleaner and wipe dry. Replace used liners.
- 4) Sweep and wash all floors with fresh solution of germicidal cleaner. Remove all marks by spot scrubbing.
- 5) Wash and polish mirrors. Dust all mirrors ledges.

- 6) Fill, damp wipe with a fresh solution of germicidal cleaner and wipe dry all dispensers for paper, soap and personal products. Unclog all soap dispensers of interior soap build up.
- 7) Damp-wipe all toilet partitions with a fresh solution of germicidal cleaner and wipe dry. Remove all marks by spot scrubbing.
- 8) Spot clean all walls. Clean all spots and marks.
- 9) Remove all trash. Damp-wipe or, if needed wash receptacles with a fresh solution of germicidal cleaner and wipe dry. Replace all used liners with County provided liners. Ensure no odor and clean appearance.
- 10) Dust any furniture and damp wipe all windowsills, horizontal surfaces and ledges.
- 11) Pour a small bucket of clean water down the floor drain.

Kitchen, Counter Areas and Meeting Rooms Serving Food

Frequency - Daily

- 1) Scour and scrub sink with disinfectant cleanser. Scrub counter tops with disinfectant cleaner.
- 2) Sweep and then damp mop all vinyl and tile floors with disinfectant cleaner. Spot scrub any stains or marks. Vacuum and spot clean all carpets and mats.
- 3) Damp wipe and spot clean the walls, cabinets, exterior of refrigerators and appliances.

Office

Frequency - Daily

- 1) Dust all wood, vinyl and plastic furniture, lamps and accessories. All open spaces on desks and conference tables are to be thoroughly cleaned using a cloth to wipe clean all dust. Marks and rings shall be cleaned with a water dampened cloth. (no chemically treated cloths allowed).
- 2) Damp wipe all horizontal surfaces, ledges and windowsills. Clean and disinfect all telephones and doorknobs.
- 3) Dust all wall surfaces, diffusers and blinds as needed. Spot clean all smudges, spots and marks using manufacturers recommendations.
- 4) Dust with feather duster all office equipment. No cloth dusting allowed on equipment.
- 5) Thoroughly vacuum all carpets with good commercial upright vacuums with beater bars and brushes using high efficiency filter bags. Backpack vacuums may be used for floor mats, baseboards, edges, chairs, fabric furniture and under desks. Return all chairs, wastebaskets, etc. to the original location. Spot clean any stains on all of the above which may require some shampooing for carpet.
- 6) Dust and damp mop all non-carpeted floors. Spot scrub marks and stains (no chemically treated mops allowed). Spray and buff floors using Daily Buffing Schedule.
- 7) Sweep and damp-mop non-carpeted stairways and landings and vacuum carpeted stairways and landings. Dust all railings, ledges and doors.
- 8) Dust and clean all glass, mirror, metal surfaces and railings.
- 9) Remove all trash from trash receptacles. Damp wipe all wastebaskets and receptacles and then replace liners with county supplied liners. Wash trash

- receptacles as needed to ensure no odor and a clean appearance. Trash is to be moved to the Loading Dock and compacted at the end of each cleaning shift.
- 10) Recycle materials (bottles, cans, cardboard, plastics and mixed paper) are to be placed in separate hampers. Recycling receptacles are to be washed as needed to ensure no odor and a clean appearance. Hampers must be placed in the designated area at the end of each cleaning shift.
 - 11) Damp wipe elevator door, walls and ceilings. Spot clean all marks. Vacuum and clean out the floor tracks.
 - 12) Dust, damp-wipe and spot-clean all interior and exterior surfaces of public telephone booths. Damp-mop floors. Sanitize all telephones. Clean all glass of all film and streaks.
 - 13) Wipe and sanitize all surfaces of drinking fountains. Clean/clear nozzle. Wipe dry and shine.
 - 14) Damp-wipe, spot-clean and sanitize all dining tables and chairs.
 - 15) Clean and remove all dirt and streaks by spray wiping interior glass surfaces including doors, windows and mirrors.
 - 16) Main lobbies and hallways shall be spray buffed for all non-carpeted areas.

FORMAL COMPLAINTS

When a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure, the County Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

For purposes of this contract, repeated use of the complaint procedure will be defined as three (3) findings against the contractor by the County within any one (1) year. The three (3) formal complaints may involve one or more of the locations covered under this contract.

ADDITIONAL WORK

The contractor may also be required to provide additional janitorial services beyond those specified. Such services must be billed at the cost per square foot for additional locations. Response times to emergency calls must be within one (1) hour. The cost per square foot must be all inclusive of all labor, materials, equipment and supplies.

ADDING OR DELETING SQUARE FOOTAGE

The County specifically reserves the right to add or delete square footage to this contract as required to meet the needs of the County. No guarantee of any minimum or maximum amount of square feet to be cleaned can or will be made. The Contract Manager shall direct the contractor, in writing, when such additions or deletions are required. The square footage shall be added or deleted in accordance with all inclusive, firm, fixed prices for one (1) square foot space provided by the contractor in his bid proposal using price lines. The County shall add or delete the costs for square footage added or deleted to the contractor's bid prices for price lines. The contractor shall be paid for any square footage added or deleted in the manner provided for daily, semiannual or annual cleaning tasks. All provisions of this RFB including but not limited to staffing, inspections, billing and payment, shall apply to any square feet added or deleted.

SPECIFICATIONS FOR JANITORIAL SERVICES
209 SOUTH BROAD STREET
CONTACT PERSON: RICK ANGELO (609) 989-6448

SCOPE OF WORK

The area of the Court House and Annex is approximately 100,000 square feet.

1. Trash Removal

- (A) All office and public trash cans shall be emptied **“daily”** and returned to their proper location with new bags every night.
- (B) All rest room trashcans including paper towel and sanitary napkin receptacles shall be emptied daily and returned to their proper location.
- (C) All cans and receptacles shall have plastic liners, which shall be replaced when soiled on a nightly basis.

2. Vacuuming

- (A) All offices and entranceways shall be vacuumed **daily**.
- (B) All desk areas including kneeholes and under pedestals where accessible shall be vacuumed **daily**.
- (C) Chairs and trashcans shall be moved when vacuuming.
- (D) Entrance mats shall be **vacuumed daily**.
- (E) Rubber bands, paper clips and floor scraps shall be picked up and discarded.
- (F) Staples shall be removed from the carpets **daily**.
- (G) Vacuum cleaners shall be kept in good working condition at all times and emptied **daily**. The use of vacuuming cleaners with HEPA filters will eliminate the need for much dusting and should be considered for this job.

3. Floors

- (A) Corridors, lobby areas, steps and landings shall be mopped **daily**.
- (B) All fire exits, lobby steps and landings shall be swept and wet mopped **daily**.
- (C) Spray buff corridors and all elevator, tile and terrazzo floors **daily** removing all scuff marks from the floors.
- (D) All floors **must** be stripped and waxed twice a year, as requested by the County Contract Manager.

4. Miscellaneous

- (A) All horizontal surfaces including cabinets, tables, file shelves, chairs, desks, office machines, coat racks, etc. shall be **dusted daily** without moving papers.
- (B) Telephones shall be wiped clean and sanitized **daily** with an approved disinfectant.
- (C) **High surfaces shall be dusted weekly.**
- (D) Water fountains shall be wiped clean and sanitized **daily**.
- (E) Windows sills, railings and framework and ledges shall be cleaned weekly.
- (F) Elevator interiors shall be spot cleaned and polished **daily**. Door tracks shall be completely cleaned **daily**.

- (G) Upholstered furniture shall be brushed clean **weekly**.
- (H) All glass doors shall be cleaned **daily**. Interior and exterior doors shall be cleaned **daily**.
- (I) Partition glass shall be completely cleaned **daily**.
- (J) Shampoo all carpets **monthly** or as directed.
- (K) Any noticeable stains on desks or counters will be cleaned with a disinfectant spray.

5. Rest Rooms

- (A) All soap, towels and sanitary napkin dispensers shall be refilled **daily**.
- (B) Each toilet stall shall have a minimum of one complete roll of toilet tissue.
- (C) All lavatories and fixtures shall be cleaned **daily** with disinfectant cleaner.
- (D) All mirrors shall be cleaned **daily**.
- (E) Toilets and urinals shall be scrubbed **daily** with a brush using a disinfectant cleaner and shall be left completely clean. Exteriors shall be wiped clean **daily** with a disinfectant cleaner.
- (F) Water stains shall be removed **daily** using a mild cleanser.
- (G) All rest room floors shall be wet mopped **daily**. No standing water shall remain after mopping. All rest rooms shall have a clean smell after cleaning and disinfecting.

**SPECIFICATIONS FOR JANITORIAL SERVICES FOR
175 SOUTH BROAD STREET
CONTACT PERSON: RICK ANGELO (609) 989-6448**

SCOPE OF WORK

The area of 175 South Broad Street is approximately 150,000 square feet.

1. Trash Removal

- (A) All office and public trash cans shall be emptied **daily** and returned to their proper location with new bags every night.
- (B) All rest room trashcans including paper towel and sanitary napkin receptacles shall be emptied **daily** and returned to their proper location.
- (C) All cans and receptacles shall have plastic liners, which shall be replaced when soiled on a nightly basis.

2. Vacuuming

- (A) All offices and entranceways shall be vacuumed **daily**.
- (B) All desk areas including kneeholes and under pedestals where accessible shall be vacuumed **daily**.
- (C) Chairs and trashcans shall be moved when vacuuming.
- (D) Entrance mats shall be vacuumed **daily**.
- (E) Rubber bands, paper clips and floor scraps shall be picked up and discarded.
- (F) Staples shall be removed from the carpets **daily**.
- (G) Vacuum cleaners shall be kept in good working condition at all times and emptied **daily**. The use of vacuuming cleaners with hepafilters will eliminate the need for much dusting and should be considered for this job.

3. Floor

- (A) Corridors, lobby areas, steps and landings shall be mopped **daily**.
- (B) All fire exits, lobby steps and landings shall be swept and wet mopped **daily**.
- (C) Spray buff corridors and all elevator, tile and terrazzo floors **daily** removing all scuff marks from the floors.
- (D) All floors **must** be stripped and waxed twice a year, as requested by the contract manager.

4. Miscellaneous

- (A) All horizontal surfaces including cabinets, tables, file shelves, chairs, desks, office machines, coat racks, etc. shall be dusted **daily** without moving papers.
- (B) Telephones shall be wiped clean and sanitized **daily** with an approved disinfectant.
- (C) **High surfaces shall be dusted weekly.**
- (D) Water fountains shall be wiped clean and sanitized **daily**.
- (E) Windows sills, railings and framework and ledges shall be cleaned **weekly**.

- (F) Elevator interiors shall be spot cleaned and polished **daily**. Door tracks shall be completely cleaned **daily**.
- (G) Upholstered furniture shall be brushed clean weekly.
- (H) All glass doors shall be cleaned daily. Interior and exterior doors shall be cleaned **daily**.
- (I) Partition glass shall be completely cleaned **daily**.
- (J) Shampoo all carpets **monthly** or as directed.
- (K) Any noticeable stains on desks or counter will be cleaned with a disinfectant spray.

5. **Rest Rooms**

- (A) All soap, towels and sanitary napkin dispensers shall be refilled **daily**.
- (B) Each toilet stall shall have a minimum of one complete roll of toilet tissue.
- (C) All lavatories and fixtures shall be cleaned **daily** with disinfectant cleaner.
- (D) All mirrors shall be cleaned **daily**.
- (E) Toilets and urinals shall be scrubbed **daily** with a brush using a disinfectant cleaner and shall be left completely clean. Exteriors shall be wiped clean **daily** with a disinfectant cleaner.
- (F) Water stains shall be removed **daily** using a mild cleanser.
- (G) All rest room floors shall be wet mopped **daily**. No standing water shall remain after mopping. All rest rooms shall have a clean smell after cleaning and disinfecting.

**SPECIFICATIONS FOR JANITORIAL SERVICES FOR
612- 640 SOUTH BROAD STREET
CONTACT PERSON: PAT PRAGLIOLA (609) 989-6631**

SCOPE OF WORK

The area of this complex is approximately 103,000 square feet. There are approximately 27 bathrooms.

1. Trash Removal

- (A) All office and public trash cans shall be emptied **daily** and returned to their proper location with new bags every night.
- (B) All rest room trashcans including paper towel and sanitary napkin receptacles shall be emptied **daily** and returned to their proper location.
- (C) All cans and receptacles shall have plastic liners, which shall be replaced when soiled on a nightly basis.

2. Vacuuming

- (A) All offices and entrance ways shall be vacuumed **daily**.
- (B) All desk areas including kneeholes and under pedestals where accessible shall be vacuumed **daily**.
- (C) Chairs and trash cans shall be moved when vacuuming.
- (D) Entrance mats shall be vacuumed **daily**.
- (E) Rubber bands, paper clips and floor scraps shall be picked up and discarded.
- (F) Staples shall be removed from the carpets **daily**.
- (G) Vacuum cleaners shall be kept in good working condition at all times and emptied **daily**. The use of vacuuming cleaners with hepa filters will eliminate the need for much dusting and should be considered for this job.

3. Floors

- (A) Corridors, lobby areas, steps and landings shall be mopped **daily**.
- (B) All fire exits, lobby steps and landings shall be swept and wet mopped **daily**.
- (C) Spray buff corridors and all elevator, tile and terrazzo floors **daily** removing all scuff marks from the floors.
- (D) All floors **must** be stripped and waxed twice a year, as required by the contract manager.

4. Miscellaneous

- (A) All horizontal surfaces including cabinets, tables, file shelves, chairs, desks, office machines, coat racks, etc. shall be dusted **daily** without moving papers.
- (B) Telephones shall be wiped clean and sanitized **daily** with an approved disinfectant.
- (C) **High surfaces shall be dusted weekly.**
- (D) Water fountains shall be wiped clean and sanitized **daily**.
- (E) Windows sills, railings and framework and ledges shall be cleaned **weekly**.

- (F) Elevator interiors shall be spot cleaned and polished **daily**. Door tracks shall be completely cleaned **daily**.
- (G) Upholstered furniture shall be brushed clean **weekly**.
- (H) All glass doors shall be cleaned **daily**. Interior and exterior doors shall be cleaned **daily**.
- (I) Partition glass shall be completely cleaned **daily**.
- (J) Shampoo all carpets **monthly** or as directed.
- (K) Any noticeable stains on desks or counters will be cleaned with a disinfectant spray.

5. Rest Rooms

- (A) All soap, towels and sanitary napkin dispensers shall be refilled **daily**.
- (B) Each toilet stall shall have a minimum of one complete roll of toilet tissue.
- (C) All lavatories and fixtures shall be cleaned **daily** with disinfectant cleaner.
- (D) All mirrors shall be cleaned **daily**.
- (E) Toilets and urinals shall be scrubbed **daily** with a brush using a disinfectant cleaner and shall be left completely clean. Exteriors shall be wiped clean **daily** with a disinfectant cleaner.
- (F) Water stains shall be removed **daily** using a mild cleanser.
- (G) All rest room floors shall be wet mopped **daily**. No standing water shall remain after mopping. All rest rooms shall have a clean smell after cleaning and disinfecting.

COUNTY OF MERCER

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

SUBMISSION OF BIDS

- A. Sealed bids shall be received by the County of Mercer in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. The bid shall be submitted in a sealed envelope: (1) addressed to the County of Mercer, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- C. It is the bidder's responsibility that bids are presented to the County at the time and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. **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. 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 SEPARATE COVER WITH THE BID RESPONSE.**

- U. SOURCE OF SPECIFICATIONS/BID PACKAGES** Official County bid packages for routine goods and services are available from on the county website www.mercercounty.org at no cost to the vendor. All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. As such, The County is not responsible for third party supplied specifications.
- V.** The County reserves the right to purchase items from state contract or other county contracts, co-op vendors and/or in the open market, if such use serves the interest of the County. The County reserves the right to bid separately for any commodity.

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

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 uncopied 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.

PRICING INFORMATION FOR PREPARATION OF BIDS

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

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

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

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

METHOD OF CONTRACT AWARD

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

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

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

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

TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

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

PAYMENT

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

TRANSITIONAL PERIOD

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

NEW JERSEY SALES TAX

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

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

STATISTICAL DATA REPORT

If requested, the contractor shall provide in writing to the County, a statistical data report identifying all goods and or services provided.

LATE FEE POLICY

The County of Mercer pays vouchers bi-weekly, thus vendors, in most cases are paid in less than 30 days, if the vendor has complied by responding promptly with delivery, a signed voucher and an original invoice. We can pay only for goods and services rendered and late fees and service charges are not appropriated for such purposes. All County employees are reminded that no one is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County without a specific authorization from our governing body or through a resolution that grants the same. All credit applications or similar forms are carefully read in Finance and terms the County does not agree to, are stricken.

TIE BIDS: Tie bids will be decided by the County of Mercer.

DEMONSTRATION AND SAMPLE

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

MANUFACTURERS' NAMES

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

AWARD/REJECTION

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

AVAILABILITY OF FUNDS

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

MULTIPLE BIDS NOT ALLOWED

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

FAILURE TO ENTER CONTRACT

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

INQUIRIES

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

COMMUNICATIONS AFTER THE BID OPENING

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

INDEX RATE

If the County of Mercer desires to extend a contract under the provisions of N.J.S.A. 40A:11-15 or N.J.S.A. 18A:18A-42, the index rate is the basis to determine the appropriate increase in the contract price. The following are the requirements for using this provision: Contracts for services, the statutory length of which is for three years or less, may only include provisions for no more than one (1) two-year or two (2) one-year extensions. The original bid specifications and contract must include language that explains the possibility for an extension.

W-9

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

SAFETY PROGRAM:

Observe all rules and regulations of the Federal, State, and local health officials, including regulations concerning construction safety and health standards. At the preconstruction meeting, submit to the County approval a written safety program that meets or exceeds the minimum requirements of the Contract and applicable State or Federal regulations. Include at a minimum the following:

1. **Description.** Describe in detail how the safety program is implemented and monitored. Provide guidelines for protecting personnel from hazards associated with Project operations and activities. Establish the policies and procedures for safety practices that are necessary for the Work to be in compliance with the requirements of OSHA and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the Work is in progress.
2. **Certification, Responsibility, and Identification of Personnel.** Identify the qualified safety professional responsible for developing the safety program and provide that person's qualifications for developing the safety program including, but not be limited to, education, training, certifications, and experience in developing this type of safety program. Provide a certification, executed by the qualified safety professional that developed the safety program, stating that the safety program complies with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction.

Identify a safety officer and designate the on-site supervisory-level personnel responsible for implementing and monitoring the safety program until Acceptance and having the authority to take prompt corrective measures to eliminate hazards, including the authority to stop work. Include documentation of training provided to the on-site supervisory-level personnel. For work that requires a competent person as defined by OSHA, ensure that the person is capable of identifying existing and predictable hazards and has the authority to take prompt corrective measures to eliminate the hazards, including the authority to stop work. Include documentation of the qualifications of such competent persons identified, including certifications received.

3. **Elements of the Program.** Include information and procedures for the following elements:
 - a. **Chain of Command.** Include the responsibilities of the management, supervisor, safety officer, and employees.
 - b. **Traffic Control Coordinator.** Include the name and contact information.
 - c. **Environmental Manager.** Include the name and contact information.
 - d. **Local Emergency Telephone Numbers.** Include police, fire, medical
 - e. **Procedures for Handling Emergencies.** Provide guidelines for handling emergencies, including emergency action plans for accidents involving death or serious injury, property damage, fires, explosions, and severe weather. Include the emergency contact information of the Contractor's personnel responsible for handling emergencies.
 - f. **Training Topics.** Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.
 - g. **Contractor's Safety Rules.** Include housekeeping procedures and personal protective equipment requirements.
 - h. **Employee Disciplinary Policy.** Include the violation forms.
 - i. **Safety Checklists.** Include project safety-planning, emergency plans and procedures, documentation, and protective materials and equipment.
 - j. **Forms.** Include OSHA 300 Log
 - k. **Security Policy Guidelines.** Provide a copy for the County.
 - l. **Hazard Communication Program.** Provide the following:

1. The location of and instructions for understanding the MSDS. Ensure that the location and instruction are available to anyone within the Project Limits.
2. The person responsible for the hazard communication program and the method of informing personnel of the hazardous communication program. Include attendance sheets of hazard communication meetings.
3. When performing work that generates airborne crystalline silica, include engineering and work practice controls to limit exposure levels to at or below the permissible exposure limit according to 29 CFR 1910.1000 Table Z-3. Ensure that the program includes employee training and respiratory protection measures according to 29 CFR 1910.134 and control of the area when the permissible exposure limit is exceeded. Provide a trained and competent person, according to 29 CFR 1926.30, within the Project Limits at all times when performing work that produces airborne crystalline silica.

m. **Additional Requirements.** Provide additional procedures for Project specific topics including:

1. Compressed gas cylinders.
2. Confined spaces.
3. Cranes.
4. Electrical.
5. Equipment operators.
6. Fall protection.
7. Hand and power tools.
8. Hearing conservation.
9. Highway safety.
10. Lead.
11. Lock out/tag out.
12. Materials handling, storage, use, and disposal.
13. Night work.
14. Personal protective equipment.
15. Project entry and exit.
16. Respiratory protection.
17. Sanitation.
18. Signs, signals, and barricades.
19. Subcontractors.
20. Trenching.

The Contractor is responsible for implementing, monitoring, updating, and revising the safety program until Acceptance. Submit updates and revisions to the safety program to the County for approval when new information, new practices or procedures, or changing site and environmental conditions necessitate modifications to protect site personnel. Maintain a copy of the updated safety program, including the appropriate documentation associated with each element, within the Project Limits so that it is available to workers and other authorized persons entering the Project Limits. Provide program updates to County.

The Contractor is responsible for safety in all aspects, and as set forth in the Insurance and Indemnification Agreement, shall defend and indemnify the County for any failure or breach to comply with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction pertaining to the Contractor's safety program.

**STATUTORY REQUIREMENTS
REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

Goods And Services (including professional services) Contracts

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

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

Maintenance/Construction Contracts

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

**STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY
STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

PROOF OF BUSINESS REGISTRATION P.L. 2009, c.315

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed anytime prior to award of the contract and the

bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. 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/njbqs 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). **P.L. 2009, c.249 (A-4268/S-3095)**: Extends prevailing wage requirements to contracts for "maintenance-related projects" over \$50,000. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. [Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/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.

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

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

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

PROCESS OF ALTERNATE DISPUTE RESOLUTION

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

SOLID WASTE CONTRACT P.L. 2009, c. 88

The law requires the contractor (or any subcontractor) to keep records and file with the public agency a wage payment report for employees under the contract that are engaged in solid waste or recyclable "collection and transportation."

PRICE ADJUSTMENT FOR ASPHALT CEMENT AND FUEL P.L. 2009, c.187 CONSTRUCTION PROJECTS

Effective with contracts executed after May 1, 2010, the law follows procedures used by the State Department of Transportation to allow for increases and decreases in asphalt and fuel prices over the course of large construction contracts. The calculation is based upon 2007 NJDOT Specifications – Division 150 Contract Requirements, Section 160.01 through 160.03.

The law requires that paving contracts involving more than 1,000 tons of hot mix asphalt include a contract provision that allows for price adjustments in the cost of asphalt. Fuel price adjustments are based on DOT standards for the type of construction equipment and the work done by different equipment. For fuel price adjustments, at least 500 gallons of fuel based on the DOT equipment standards are required for a price adjustment, and then, only in those months when the price fluctuated more than five percent.

DOT maintains a web site of index rates for asphalt and fuel that are adjusted monthly. The law provides that when the quantity or equipment use thresholds are reached, fuel price adjustments are made, using the change in index rate from the time of bidding to when the work was performed. The change is treated as a "pay item" in construction contracts.

HOMELAND SECURITY GRANT PROCUREMENT: EMERGENCY RESPONDER EQUIPMENT PURCHASE PROGRAM, LOCAL FINANCE NOTICE 2009-20

Mercer County, consistent with LFN 2009-20 authorizes all counties and municipalities in the State of New Jersey to utilize contracts awarded by the County of Mercer for the Procurement of federal homeland security goods and services. The procurement must be funded through the New Jersey Office of Homeland Security and Preparedness; therefore, any county may buy under any other county's existing contract, under the same terms and conditions, and with the approval of the County of Mercer and vendor. The County of Mercer Freeholder Board must approve the use of the contract by other counties through either a generic resolution permitting other counties to use all contracts or on a case-by-case basis. The resolution shall reference Local Finance Notice 2005-14, the county's name and bid number.

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.

Immigration and Naturalization Laws and Criminal Background Check
(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

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.

Dated and Signed

INSURANCE CERTIFICATE

PLEASE TAKE NOTE OF THE FOLLOWING CHANGE

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower left hand box. You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.

BACKGROUND INFORMATION FORM

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

Name of Company

Address

Telephone

Nature of Business

The ownership of the above referenced business is considered:

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

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

Signed _____ Title _____ Date _____

MERCER COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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

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

Goods and General Service Vendors

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

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

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

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

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

(REVISED 4/10)
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302, electronically provided by the Division and distributed to the public agency through the Division's website at: www.state.nj.us/treasury/contract_compliance

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

**STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY
STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION

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

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 Company | <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: _____

**NAMES AND HOME ADDRESSES OF STOCKHOLDERS HOLDING 10 % OR MORE OF THE
ISSUED AND OUTSTANDING STOCK**

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)

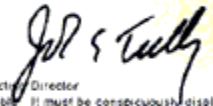
** Construction Contracts (including public works related purchase orders)*

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.

SAMPLE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	 Acting Director
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)		

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

BID BOND

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

Signed this _____ day of _____ 20__

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

NOW THEREFORE,

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

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

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

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

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 Mercer is awarded to _____

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

Signed and sealed this ____ day of _____.

Attorney-In-Fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and to which all communication in regard to this bond should be addressed, 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 hereby held and firmly bound unto the County of Mercer in the penal sum of _____

_____ Dollars (\$ _____), for the payment of which will and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED and SEALED this _____ day of _____ A.D. Two Thousand and Seven.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS, the above named Principal did on the _____ day of _____ A.D. 2008, enter into a contract with the County of Mercer, which said contract is made a part of this the bond the same as though set forth herein.

Now, if the said Principal shall well and faithfully do and perform each and every, all and singular, the things agreed by it (or them) to be done and performed according to the terms of said contract, or any changes or modifications therein made as therein provided, and shall indemnify and save harmless the party of the first part mentioned in the contract aforesaid, its officers, agents, and servants and each and every one of them against and from all suits, actions and costs of any kind, character or description and from all damages to which the said party of the second part in the aforesaid work, or through any act or omission on the part of the party of the second part, its agents, employees or servants, or through any infringement of patent, trademark or copyright; then this obligation shall be void; otherwise the same shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

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 _____

CONTINUITY OF SERVICE DURING EMERGENCIES

In the event of an emergency, Vendor will provide priority service for Mercer County.

VENDOR EMERGENCY COMPLIANCE

YES

NO

Contractors shall have contingency plans to ensure that Services continue during emergency periods such as, but not limited to, major equipment breakdown, national or local strikes, severe weather conditions, power outages and traffic disruptions. Indicate a description of your contingency plan for ensuring services during emergencies.

IF AWARDED A CONTRACT, PLEASE PROVIDE CONTACT, ADDRESSES FOR PURCHASE ORDERS AND CHECK REMIT TO INFORMATION, COPY OF YOUR W9 AND UPON AWARD, FORWARD TO THE COUNTY OF MERCER, ACCOUNTS PAYABLE, 640 SOUTH BROAD STREET, TRENTON, NJ 609 278 8139

CONTRACT CONTACT

COMPANY

PURCHASE ORDER MAILED TO:

CHECK REMIT TO:

TELEPHONE

FAX

E-MAIL

**HOMELAND SECURITY GRANT PROCUREMENT: EMERGENCY RESPONDER
EQUIPMENT PURCHASE PROGRAM, LOCAL FINANCE NOTICE 2009-20**

Mercer County, consistent with LFN 2009-20 authorizes all counties and municipalities in the State of New Jersey to utilize contracts awarded by the County of Mercer for the Procurement of federal homeland security goods and services. The procurement must be funded through the New Jersey Office of Homeland Security and Preparedness; therefore, any county may buy under any other county's existing contract, under the same terms and conditions, and with the approval of the County of Mercer and vendor. The County of Mercer Freeholder Board must approve the use of the contract by other counties through either a generic resolution permitting other counties to use all contracts or on a case-by-case basis. The resolution shall reference Local Finance Notice 2005-14, the county's name and bid number.

- Vendor agrees to extend contract, if awarded to all New Jersey Counties and municipalities.
- Vendor DOES NOT agree to extend contract, if awarded.

