BID REQUEST

FOR

Purchase & Removal of Various Scrap Metals

CONTRACT NUMBER: **16-256**

REQUESTING AGENCY: Essex County Department of Public Works

CONTACT PERSON: Julius N. Coltre, QPA
Office of Purchasing/cmc
Fax#: 973-621-5109

BID SUBMISSION DEADLINE (DATE AND TIME): January 10, 2017 at 11:00 AM

BEFORE YOU MAIL YOUR BID BE SURE TO CHECK (Initial Each box):

1. That The Bid is signed by the President, Vice President, or Authorized Representative.
2. That The Following Required Documents are properly executed, and included as directed.

	DOCUMENT CHECKLIST	Page	Bidder Initial Each Box
☒	**Bid Compliance Form – sign**	3	
☐	**General Conditions - read**	5	
☐	**Mandatory Equal Employment Opportunity Language - read**	10	
☒	**Business Registration Certificate (must be delivered prior to award)**	11	
☒	**Disclosure Statement – sign**	13	
☒	**Non-Collusion Affidavit Form - sign and notarize**	14	
☒	**Affirmative Action Language Acknowledgement Form - sign**	15	
☒	**Stockholder Disclosure Certification Form - sign and notarize**	18	
☒	**Consent of Insurance Coverage - sign and notarize**	19-20	
☒	**Hold Harmless Agreement – sign**	21	
☒	**Statement of Certain Political Contributions Form - sign**	22	
☒	**Americans with Disabilities Act of 1990 Language – read and sign**	23	
☒	**Vendor's Information Sheet – complete**	24	
☒	**Authorization And Release – sign**	25	
☒	**Voluntary Cooperative Form - sign**	26-27	
☒	**Disclosure of Investment Activities in Iran**	28	
☒	**Addenda Acknowledgement Form - sign**	29	
☐	**Specifications Technical – read in entirety**	30	
☒	**Bid Pricing Page – sign**	Last page	

☐ - Means Bidder to read the item(s)
☒ - Means Bidder **to provide the required form(s) fully executed**

NOTE: The required forms when not properly executed and returned can result in rejection of this bid

Bid to: The County of Essex
465 Dr. Martin Luther King Jr. Blvd.
Room 335
Newark, N.J. 07102

Bid No. 16-256
Advertised Date: Dec. 27, 2016
Bid Opening Date: Jan. 10, 2017
Time: 11:00 a.m.

BID/RFP COMPLIANCE FORM

Pursuant to public advertisement, we, the undersigned, hereby declare that we have carefully examined the attached bid, specifications and all bid form sheets attached hereto, dated December 27, 2016 for:

Provide the Purchase & Removal of Various Scrap Metals
Contract Period: twenty four (24) months from date of award

This bid submitted is for the above advertised bid at firm prices, excluding all taxes and including all transportation, delivery charges fully prepaid F.O.B. destination, inside delivery, debris removed, in accordance with the General Specifications, Requirements, and Schedules specified herein.

It is understood that the attached general specifications are an integral part of the Bid and that the County reserves the right to reject any or all bid Bids pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and to waive immaterial defects. Bidders are required to comply with the requirement of N.J.S.A. 10:5-31, et seq. and the Americans with Disabilities Act and N.J.A.C. 17:27.

NOTE: All questions must be submitted in writing to the Office of Purchasing via fax to 973-621-5109, no later than end of business, eight (8) business days prior to the deadline for submission of bids

Respectfully submitted by:

Company Name: _____

Signature: _____ Date: _____
(President, Vice President or Authorized Rep.)

Print Name _____ Title: _____

Address_____

Phone: _____ Fax: _____

Tax ID or Social Security Number: _____

NOTE: BIDDER MUST SUBMIT ONE (1) ORIGINAL AND THREE (3) COPIES OF THIS BID

NOTE: IF NOTIFIED BIDDER MUST ATTEND GOVERNING BODY AWARD MEETING

NOTE: BIDS WILL BE OPENED AT THE ABOVE DATE IN THE COUNTY BID ROOM #332

NOTE: N.J.A.C. 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS

(a) Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

(b) As of November 15, 2010, all covered entities shall insert the following language in any new contract: "(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

SIGNATURE REQUIREMENTS FOR BID FORM

SOLE PROPRIETOR – Owner must sign bid document.

PARTNERSHIPS – If the firm bidding is a **Partnership**, this bid must be signed by at least one (1) general partner. **If the "POSITION" of signatory on the BID FORM does not state "Partner", this bid will be rejected.**

CORPORATIONS – If the firm bidding is a **Corporation**, this bid must be signed by its President or other executive officer, i.e., Vice President or Treasurer. This bid may be executed by other than the aforesaid corporate officer, if they have been duly authorized to so act on behalf of the corporate officers, pursuant to a resolution of the corporate Board of Directors. In that event, a certified copy of said Resolution or Authorization should be attached to this Bid.

LIMITED LIABILITY COMPANY (LLC) – If the firm bidding is a LLC, under the provisions of P.L. 2012, c. 50, section 95 (effective March 1, 2014). The Revised Uniform Limited Liability Act is N.J.S.A. 42:2C-1. This bid may be executed by other than the aforesaid Member or Manager, if they have been duly authorized to so act on behalf of the LLC, pursuant to a resolution by the LLC. In that event, a certified copy of said Resolution or Authorization should be attached to this Bid.

Bids will be received on the bid forms provided in the manner designated therein, and clearly marked on the outside of the envelope **"SEALED BID"** with the **BID NUMBER** and **SUBJECT** noted. Bid Bids must be addressed to:

PURCHASING AGENT
COUNTY OF ESSEX
OFFICE OF PURCHASING ROOM 335
465 DR. MARTIN LUTHER KING JR., BLVD.
NEWARK, NEW JERSEY 07102

Bids will be accepted by mail or in person before the hour designated but none will be accepted after the specified time. The County will not be responsible for late delivery by the United States Postal Service or any other carrier.

NOTE: **BE ADVISED THAT FOR AWARD OF BID YOUR ORGANIZATION MUST ATTEND ESSEX COUNTY BOARD OF CHOSEN FREEHOLDER MEETING, UNLESS OTHERWISE NOTIFIED BY THE COUNTY.**

GENERAL CONDITIONS AND INSTRUCTIONS

These General Conditions shall become part of this Bid.

Bid must be delivered to the Essex County Office of Purchasing, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 335, Newark, NJ 07102, before the date and time specified in this document ("Bid Opening").

1. Whether mailed or delivered by hand, every bid must be enclosed in a sealed envelope with the following information clearly written on the face of the envelope: **Bid Number; Title of Bid; Date of Bid;** and **Opening Time of Bid**. The County is not responsible for any bid not received in the Office of Purchasing. The County of Essex disclaims any responsibility for bid Bids forwarded by regular or overnight mail, or courier service. **Bid Bids received after the time of the scheduled opening, will be returned unopened.**

2. Bidders are required to comply with Title 40A of the New Jersey Statutes Annotated, Public Law 1971, c. 198, "Local Public Contracts Law" (N.J.S.A. 40A:11-1, et seq.)

3. Award(s) of contract shall be by Resolution of the Essex County Board of Chosen Freeholders.

4. Award(s) of contract and all subsequent orders issued pursuant to and against said contract shall be contingent upon a sufficiency of funds appropriated by the Essex County Board of Chosen Freeholders.

5. Bids must be prepared with typewriter or pen. Bids prepared in pencil will not be accepted. **Each bid must be signed in ink only by a person authorized to do so.** Bids showing any corrections must be initialed by bidder in ink. Corrected items <u>not</u> initialed will <u>not</u> be considered for award. Fax, telegraphic or facsimile signatures will not be considered.

6. Bids must be submitted only on forms provided for that purpose. The Bids must be filled in completely. Failure to comply with any requirement herein may result in rejection of the bid.

7. Contract(s) will be awarded to the lowest responsive/responsible bidder(s) meeting specifications. The County alone reserves the right to reject all bids, in compliance with the Local Public Contracts Law, to waive informalities, irregularities, minor defects, or non-material defects, and make awards and/or partial awards on the basis of firm net unit prices, category price or on a lump sum basis (Unit price prevails), whichever is deemed by the County to be in its best interest.

8. Purchases made by the County of items listed in this bid are not subject to state or local sales taxes; use taxes; or federal excise taxes. The Federal Employer's Identification for the County of Essex is IRS #22-6002433/0000.

9. Prices quoted shall be firm, net exclusive of all taxes and must include all transportation, delivery, and unloading costs, fully prepaid F.O.B. destination, inside delivery, installation and debris removed. Prices should be stated in units of the quantity specified. Only one bid price per line item will be acceptable. Multiple product choices and prices per item will be rejected.

10. Quantities shown are approximates; the County reserves the right to increase or decrease quantities as deemed by the County in its best interest at the unit bid price. In the event of a manufacturer's price decrease during the contract period, the County shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Purchasing Agent must be notified in writing of any price reduction within five (5) days of the effective date. The prices stated in this bid, by mutual consent of the County of Essex and the successful bidder may be extended for such reasonable time as may be agreed upon until such time as new bid Bids are received, accepted and awarded (N.J.S.A. 40A:11-15, last paragraph).

11. Bidders making bids will be held to have accepted the terms and conditions of the specifications." Please be cognizant of N.J.S.A. 40A:11-23.3 pertaining to withdrawals of public works bids that became effective on March 5, 2011. It provides the process wherein a bidder may request a withdrawal of a bid due to a mistake on the part of the bidder (mistake as defined by N.J.S.A. 40A:11-2, i.e. a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.)
    A bidder's request for withdrawal shall include evidence, including any pertinent documents, demonstrating that a mistake was made and was of so great a consequence that:
    (1) the enforcement of the contract, if actually made, would be unconscionable; (2) the mistake relates to a material feature of the bid; (3) the mistake occurred notwithstanding the fact that the bidder exercised reasonable care in preparation of the bid; and (4) the bidder making the mistake is able to get relief by way of withdrawing the bid without serious prejudice to the contracting unit, except for the loss of the bargain to the contracting unit. The purchasing agent, legal counsel, or chief administrative officer responsible for reviewing the request shall act in good faith in reviewing the request and in making a recommendation to the governing body concerning the disposition of a request to withdraw a bid.

12. "The New Jersey Prevailing Wage Act" (P.L 1963, Chapter 150 as amended through July 3, 1974 P.L. 1979, c. 303, effective January 17, 1980) is hereby made part of every contract entered into by the County of Essex except those contracts which are not within the contemplation of the Act, and the Bidder's signature on the Bid is the Bidder's guarantee that neither the Bidder nor any subcontractors that the Bidder might employ to perform the work covered by this Bid are listed or are on record in the Office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

    The Contractor shall pay (and shall cause all Subcontractors to pay) to their workers, laborers, and mechanics employed by him or them to work on an hourly or daily basis at any trade or occupation at or about the construction sites, at a minimum the prevailing rate of wage for others engaged in the same trade or occupation in the locality in which work is being performed, as set forth under New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and if such workers, labors or mechanics are employed for more than eight hours in any calendar day, they shall be paid at an increased rate for overtime.

    The prevailing wage rates are determined by the New Jersey State Department of Labor. A copy of the applicable prevailing wage rates to be paid under contract may be obtained from the Department of Labor (www.state.nj.us/labor/lsse/wagerate.htm). The State Wage Rates in effect at the time of award will be made a part of this contract pursuant to Chapter 150, Laws of 1963 N.J.S.A. 34:11-56.25 et seq. The provisions of this clause are inserted for the benefit of such workers, laborers, and mechanics, as well as for the benefit of the County of Essex; and if the Contractor or any Subcontractor shall pay any such worker, laborer or mechanic less than the rates of wages described above, such worker, laborer or mechanic shall have a direct right of action against the Contractor or such Subcontractor for the difference between the wages actually paid and those to which he/she is entitled under this clause.

    If such worker, laborer, or mechanic is employed by any Subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment of at least the above minimum wages, and providing for a cause of action in the event of the Subcontractor's failure to pay such wages), such worker, laborer, and mechanic shall have a direct right of action against the Contractor. The County of Essex shall not have a direct right of action against the Contractor. The County of Essex shall not be a necessary party to any action brought by any worker, laborer, or mechanic to obtain a money judgment against the contractor, or any subcontractor, pursuant to this clause. However, in the event it is found that any worker employed by the Contractor or any subcontractor covered by the contract has been paid a rate of wages less than the prevailing wages required to be paid by the contract, the County of Essex may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work, to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his/her sureties shall be liable to the County of Essex for any excess costs occasioned thereby. Nothing herein

contained shall be construed to prevent the Contractor or any Subcontractor from paying higher rates of wages than the minimum rates prescribed herein; and nothing herein contained shall be construed to constitute a representation or guarantee that the Contractor or any Subcontractor can obtain workers, laborers, and mechanics for the minimum rates or wages prescribed herein.

13. The vendor must comply with all local, county, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder.

14. BUY AMERICAN - Only manufactured and farm products of the United States, wherever available, shall be used under this contract, pursuant to N.J.S.A. 40A:11-18.

15. The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Essex and its employees from and against any and all liability claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and /or materials supplied under this contract.

16. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal, or School District contract for the performance of any work of the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement, which shall set forth the names and addresses of all stockholders in the corporation who own ten percent or more of this stock of any class, or <u>all</u> individual partners in the partnership who own a ten percent or greater interest therein. If one or more such stockholders or partner is itself a corporation the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in the partnership, as the case may be, shall also be listed.

    The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

17. The County of Essex shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed (N.J.S.A. 40A:11-24).

18. <u>Equal or Tie Bids.</u> The County reserves the right to award at its discretion the contract to any one of the tie bidders.

19. Where circumstances and/or the needs of the County significantly change, or the contract is otherwise deemed no longer to be in the public interest, the County of Essex may modify quantities or terminate a contract entered into as a result of this bid, upon no less than thirty (30) days notice to the vendor.

20. Where a vendor is in breach of any material term or condition of this contract, the County may terminate the contract upon five (5) days written notice by the County. If Vendor has not remedied such breach within ten (10) days after the giving of written notice thereof.

21. Bidders will deliver their goods and services to the location(s) and on date(s) specified in the bid. If the County has not specified a delivery date, the bidder, may be requested to state their proposed delivery date on the price sheet.
22. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the bid specifications.

23. All contracts for the provision of goods and services to the County shall be performed in strict and full compliance with the specifications. Payment to vendors for services will not be made until the County's using

agency approval is given. The County of Essex shall pay for receipt of goods and/or rendering of services after receiving a signed County Voucher Form and the contract has been fully executed.

24. In case of failure to furnish any or all of the goods or services herein specified, in addition to all other remedies, the County may purchase goods and services elsewhere and, if it does so, shall be entitled to recover costs plus damages from the bidder directly or by charging the same to Surety's account.

25. WORKER AND COMMUNITY RIGHT TO KNOW ACT: Pursuant to N.J.A.C. 8:59-1 et seq., every container of product(s) delivered under terms of this Bid must bear a label indicating the chemical name and Chemical Abstract Service Number of all hazardous substances present in a concentration of 1% or greater, all substances in a concentration of .1% or greater that may pose a special hazard as a carcinogen, mutagen or teratogen. In addition, the five most predominant substances present must be indicated, whether hazardous or not. Finally, those containers that do not account for 99% of the contents must be marked "CONTENTS PARTIALLY UNKNOWN". If none of the contents are listed, "CONTENTS UNKNOWN" must be on the label. Synonyms of chemical names or any name recognized by the Chemical Abstract Service may be used. Every carton of the product must also include a copy of the Material Safety Data Sheet. PROPER COMPLIANCE SHALL BE DEEMED A TERM AND CONDITION OF THE PURCHASE CONTRACT.

26. Submission of more than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall result in none of such bids being considered.

27. Samples, when required, of all articles must conform strictly to specifications and shall be submitted for inspection with the bid.

28. In those cases where a manufacturer's brand name and model number are used to describe the basic standard or quality desired by the County, equivalent alternatives may be bid. The bidder must prove to the County's designated project manager or departmental director that the substituted alternative is an equivalent. The County reserves the right to determine equivalency. If the vendor fails to submit evidence of equivalency with the bid submittal it will be cause for rejection of the bid.

29. The contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of in part or in whole, any award or any of its rights, title, or interest therein, without the prior written consent of the County of Essex.

30. The County reserves the right to inspect the bidder's establishment before making an award.

31. The bidder hereby certifies that the product(s) are standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Sufficient quantities of parts necessary for proper service of equipment must be maintained at distribution points and service headquarters. All equipment supplied to the County and operated by electrical current is UL approved. All new equipment is to be guaranteed for a minimum period of one (1) year, unless otherwise stated in the technical specifications or pricing proposal form. The vendor shall be responsible for the delivery of material in first class condition, F.O.B., to the County's using agency or as directed in the bid specifications, in accordance with good commercial practice.

32. Vendor shall immediately replace any articles, which are rejected for failure to meet the requirements of the specifications.

33. Bidders wishing to file a formal challenge to the specifications of this bid must do so in writing no less than three (3) working days prior to the scheduled submission deadline of this bid.

34. After bids are opened, and the successful Bidder determined notification or equivalent will be forwarded to all Using County Agencies and the successful bidder. It is required that the bidder cooperate with Using County Agencies to the fullest extent and that the materials supplied are delivered to each Using County Agency in strict accordance with the specifications and delivery requirements of the bid Bid. No contract or memorandum of agreement shall be final until legally approved by the Essex County board of Chosen Freeholders.

35. All stockholders or individuals who own ten (10) percent or more of the stock of the company or who own ten (10) percent or greater interest therein are required to complete the Authorization and Release Form found herein..

36. The Essex County, New Jersey, Office of Inspector General (OIG) will conduct a preliminary due diligence inquiries in order to assure the citizens of Essex County, its employees and all other public and private persons and/or entities that Essex County, New Jersey intends to safeguard its reputation and perform its governmental duties with integrity. Bidders may be required to comply with due diligence inquiry by providing all information requested by the OIG with regard to financial condition, litigation, indictments, criminal proceedings and the like in which they are or may have been involved, if any. In the event that the lowest responsive/responsible bidder shall fail to provide the requested information promptly or if the information, in the reasonable opinion of Essex County or its Office of Inspector General, might adversely affect the integrity and good reputation of Essex County, New Jersey with the citizens of Essex County, New Jersey and all other public and private persons or entities, then Essex County, New Jersey, shall have the right to reject this bid, and/or terminate this Agreement immediately upon written notice.

37. Open Public Records Act - Respondents should be aware that responses to this bid shall be made available, upon request, for public inspection. The County, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1) and New Jersey Right-to-Know statutory law and relevant case law.

(REVISED 4/10)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and 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 Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Business Registration Certificate
Revised Contract Language for BRC Compliance

Goods and Services Contracts (including 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) all bidders must be registered at or before time of bid submittal, proof of which must be submitted at or before time of award;
2) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
4) during the term of this contract, the contractor and its affiliates shall 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.

Construction Contracts (including public works related purchase orders)

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

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000.00 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

NOTE: Non-profit organizations are exempt – however, non-profit organizations must provide a copy of their 501C status or equivalent

To obtain a Business Registration Certificate, contact the New Jersey Division of Revenue at 1-609-292-1730 *or* register online @ www.state.nj.us/treasury/revenue/busregcert.htm

IT IS HIGHLY RECOMMENDED THAT YOU SUBMIT YOUR "BRC" WITH YOUR BID.

THESE ARE SAMPLES OF ACCEPTABLE "BUSINESS REGISTRATION CERTIFICATES".

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME: TRADE NAME:

ADDRESS: SEQUENCE NUMBER:

EFFECTIVE DATE: ISSUANCE DATE:

Acting Director
New Jersey Division of Revenue

FORM-BRC(06-01)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:
Trade Name:
Address:

Certificate Number:
Effective Date:
Date of Issuance:

For Office Use Only:
20080813113035127

DISCLOSURE STATEMENT

The attention of prospective bidders is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22.1, et seq.) which prohibits a County Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every bidder must disclose below, being an Essex County officer or employee or whether an immediate family member is an Essex County officer or employee. If the bidder is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the bidder or a member of the bidder's immediate family, or anyone having an interest in the bidder's business organization including their immediate family members, an officer or employee of Essex County?

NO _____ YES _____

S_____
* Authorized Signature

_____
Print Name

_____
Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing the Office of County Counsel, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 535, Newark, NJ 07102. (Attach a copy of the correspondence to this form).

_____

_____

_____

_____

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____of

full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Bid for the bid

entitled _____, and that I executed the said Bid with
(title of bid)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the County of Essex relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day_____ of

_____, 2____

_____
Signature

_____
(Type or print name)

_____
Notary Public

My Commission expires _____

(seal)

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

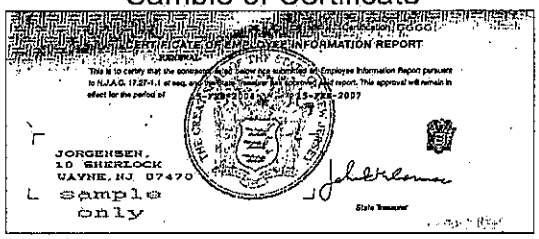
The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

Sample of Certificate



OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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 et seq. 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 et seq. and N.J.A.C.17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

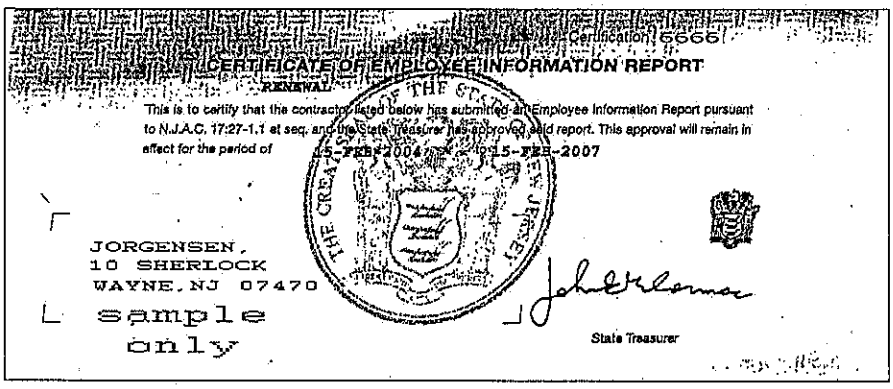
PLACE HERE

A COPY OF THE

CERTIFICATE OF

EMPLOYEE INFORMATION

REPORT



Certification: 6666

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2004 to 15-FEB-2007

JORGENSEN,
10 SHERLOCK
WAYNE, NJ 07470

sample
only

State Treasurer

PLACE AFFIRMATIVE ACTION (Form AA302) EMPLOYEE INFORMATION REPORT HERE

ONLY IF YOU DO NOT HAVE THE
CERTIFICATE OF EMPLOYEE INFORMATION
TO ATTACH AT THIS TIME

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 C.33)

Name of Business_____

Bidder/Respondent must check one of the following boxes

- ☐ I certify that the list below contains the names and home addresses of all stockholders, or partners, holding 10% or more of the issued and outstanding stock or interest of the undersigned.
- ☐ I certify that no one stockholder or partner owns 10% or more of the issued and outstanding stock or other interest of the undersigned.
- ☐ I certify that the undersigned is a non-profit organization (501c, etc.).
- ☐ I certify that I am a sole proprietor, and that I own 100% of the organization independently.

Bidder/Respondent must check the box that represents the type of business organization:

☐Partnership ☐Corporation ☐Sole Proprietorship
☐Limited Partnership ☐Limited Liability Corporation ☐Limited Liability Partnership
☐Subchapter S Corporation

Bidder/Respondent must sign and notarize the form below. Bidder must also complete the stockholder list below, or mark as not applicable next to first name line.

Stockholders/Partners:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Subscribed and sworn before me this ___ day of _____, 2 ___.

_____
(Bidder/Respondent Authorized Signature)

_____
(Notary Public)

_____
(Print name of authorized signatory)

My Commission expires:

(Corporate Seal)

(Notary Seal)

STANDARD GOODS AND SERVICES AGREEMENT INSURANCE REQUIREMENTS

Provider of Goods and Services, please promptly give this to your broker
These requirements constitute the Contract Insurance requirements

Throughout the life of this Contract, the Provider of Goods and Services shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the New Jersey Department of Banking & Insurance to do business in the State of New Jersey and rated not less than "A- VIII" in Best Insurance Key Rating Guide, the following policies of insurance:

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

1. **Workers' Compensation and Employer's Liability:**
   Provided in the State of New Jersey and elsewhere as may be required and shall include:
   a. Workers' Compensation Coverage: Statutory Requirements
   b. Employers Liability Limits not less than:
      Bodily Injury by Accident: $1,000,000 Each Accident
      Bodily Injury by Disease: $1,000,000 Each Employee
      Bodily Injury by Disease: $1,000,000 Policy Limit

2. **Commercial General Liability:**
   Occurrence Form with the following limits:
   a. Each Occurrence: $1,000,000
   b. General Aggregate $2,000,000
   Products/Completed Operations
   a. Each Occurrence $1,000,000
   b. General Aggregate $2,000,000
   c. Personal/Advertising Injury $1,000,000

3. **Automobile Liability:**
   When autos are used in conjunction with contracts/agreements with Essex County entities coverage must include All Owned, Hired and Non-Owned Vehicles.
   a. Per Accident Combined Single Limit $1,000,000

4. **Indemnification:**
   Provider of Goods and Services shall indemnify and hold harmless, the County, and the County's respective members, elected officials, employees, agents and representatives from and against claims, damages, losses, demands, suits, actions, recoveries, judgments, and costs and expenses, arising out of or resulting from performance of work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property but only to the extent caused by the negligent acts or omissions of the Provider of Goods and Services, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, expense, is caused in part by any Indemnified Parties.

5. **Deductibles/Self-Insured Retentions:**
   Deductibles and Self-Insured Retentions must be declared. Provider of Goods and Services shall not have a Deductible or Self Insured Retention (SIR) on any policy greater than $25,000. Higher values must be approved by the County Risk Manager.

6. **Additional Insureds:**

The following shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis;

The County of Essex, New Jersey, including all Departments, Boards, Committees, Commissions or Other Entities Established by Them or Operating Under Their Control and All Employees, Trustees, Commissioners, Committee Members, Aides, Advisory Board Members, Elected and Appointed Officials, Volunteers and Students While Acting Within the Scope of Their Duties On Behalf of The County of Essex, New Jersey.

7. **Additional Insurance Requirements:**

a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except that after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the County. The Insurer shall provide the County with notification of any cancellation, non-renewal, major change, modification or reduction in coverage.

b. Regardless of these contract minimum insurance requirements, the Provider of Goods and Service's and its insurer shall agree to commit the Provider of Goods and Service's full policy limits and these minimum requirements shall not restrict the Provider of Goods and Service's liability or coverage limit obligations.

c. The Provider of Goods and Services shall furnish the County of Essex with the Insurance Certificates and applicable Endorsements for all required insurance, prior to the County's execution of the Agreement and start of work. Proper Address for Certificates, Endorsements and Notices shall be:

County of Essex
Risk Management Department - Hall of Records/Room 510
465 Dr. Martin Luther King Blvd.
Newark, NJ 07102

Provider of Goods and Services shall waive all rights of recovery against the County and all the additional insured's for loss or damage covered by any of the insurance maintained by the Provider of Goods and Services, where applicable by law.

PRINCIPAL:

Sworn to and subscribed
before me on this _____ day

of _____, 20____

_____
(Bidder/Respondent's Company Name)

_____
(Authorized Signature on Behalf of the Principal)

_____
(Print Name)

_____
NOTARY PUBLIC

INSURER:

_____
(Insurer's Company Name)

_____
(Authorized Signature on behalf of the Insurer)

HOLD HARMLESS AGREEMENT

BETWEEN: The County of Essex
Hall of Records
465 Dr. Martin Luther King, Jr. Blvd.
Newark, NJ 07102

AND

_____
Contractor's Name

_____
Address – not a post office box

_____
Telephone Number; Fax Number; & e-mail address

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the County of Essex.

2. The Contractor agrees to indemnify and hold harmless the County of Essex, the Essex County Board of Chosen Freeholders, and all of its respective elected officials, officers, agents and employees of and from and against any and all liability for damages for injury to person and property, including death, and from and against all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which they or any of them may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly contracted with or employed by the Contractor.

3. The Contractor shall hold the County of Essex harmless for damages to the Contractor's equipment utilized during the term of this contract.

S/ _____
President, Vice President or Signature of Authorized Representative

_____	_____	_____
Print Name	Title	Date

STATEMENT OF CERTAIN
POLITICAL CONTRIBUTIONS MADE AFTER JULY 11, 1986

(This statement is part of the proposal packet)

Ordinance Number 0-86-0007, as amended by Ordinance Number 0-95-0003, adopted by the Board of Chosen Freeholders of the County of Essex, requires that all proposals for negotiated contracts submitted by individuals and/or business entities seeking to provide goods or to perform services for the County of Essex shall contain a statement setting forth each political contribution by them of $500.00 or more made within five years next preceding the date of said contract, either directly or indirectly, to any County elected political official, County political party and/or County official, political organization, or any State political party.

Set forth name of County elected official, County political party and/or County official, political organization, or State political party to whom a political contribution of $500.00 or more was made by proposers within five (5) years of the date hereof.

If none, write **"none"**.

Name	Amount

Proposer: _____

By: _____
(Signature)

Name of Signatory: _____
(Print or Type)

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Essex, (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 thereunto, 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 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 this Agreement or otherwise at law.

S/_____

President, Vice President or Signature of Authorized Representative

_____	_____	_____
Print Name	Title	Date

VENDOR'S INFORMATION SHEET

Please fill in the following information and submit with your Bid:

COMPANY/BIDDERS NAME: _____

ADDRESS: _____

_____

PHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL I.D. NUMBER: _____

NAME OF PERSON PREPARING BID: _____

REMITTANCE ADDRESS

REMITTANCE NAME: _____

REMITTANCE ADDRESS: _____

REMITTANCE PHONE: PERSON TO CONTACT: _____

FAX NUMBER: _____

PROJECT MANAGER / POINT OF CONTACT

COMPANY NAME: _____

ADDRESS: _____

_____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

PAGER NUMBER: _____

FAX NUMBER: _____

PERSON TO CONTACT: _____

EMAIL ADDRESS: _____

Employer I.D. # or S.S. #: _____

AUTHORIZATION AND RELEASE

The undersigned hereby:

Authorizes any person, association, firm, company, law enforcement agency or personnel office to furnish any information including but not limited to business reputation, credit history, references, performance, criminal conviction record, civil record, and any other record, as well as any records or reports relating to me or the Company.

Releases Essex County, New Jersey, and its affiliates, their respective officers, employees and agents from any liability for any damage whatsoever as a result of any investigation, inquiry, consumer report or investigative consumer report made or received by the County, its representatives and designees.

_____ _____

Print Name Signature (Include maiden name if applicable)

_____

Home Address City State Zip

_____ _____

Phone (Daytime) Phone (Evening)

_____

Company Name

_____

Company Address City State Zip

_____

Date

VOLUNTARY COOPERATIVE CONTRACT PRICING SYSTEM

The County of Essex, acting as the Lead Agency, is conducting a Voluntary Cooperative Contract Pricing System with various municipalities, authorities, quasi-municipal agencies, public and regional school districts, and quasi-county agencies located in the County of Essex.

The County of Essex shall obtain prices for items to be ordered by the County for its own needs and subsequently ordered directly by other participants, thereby creating a cooperative pricing system.

Each quasi-county agency, municipal government, quasi-municipal agency, public school district within the County of Essex deciding to take advantage of the subject prices shall itself be directly responsible for have drawn up and executed whatever contractual instrument it deems necessary for governing business relations between itself and the supplier.

Contract(s) of purchase shall be awarded to the lowest responsible and responsive bidder(s) as declared by the County of Essex.

The contract awarded by the County of Essex and the successful vendor(s): (1) shall establish the contractual obligation regarding specific items, specifications and quantities to be provided to the Lead Agency; and (2) all other agencies ordering any materials, supplies or work pursuant to this master contract shall do so by issuance of the appropriate contract between the other agency and the vendor, subject to the requirements of the master contract, which may be referred to by reference.

No such subsidiary contract issued by another agency shall provide for any deviation from the specifications, price or quality set forth in the master contract pursuant to these specifications.

In the event that the lowest responsible, responsive bidder, responding to these specifications, indicates by the appropriate check mark his unwillingness to extend the bid prices to the other agencies category, the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible, responsive bidder, and a second (master) contract for the other agencies will be awarded to the next lowest bidder who agrees to extend his prices.

The purpose of the master contract with respect to the Lead Agency shall be to establish the specifications and price.

The subsidiary contracts, placing the orders with the vendors, shall establish the quantities required by each other agency within the limits agencies directly for the materials ordered by the other agencies and the other agencies shall pay the vendor directly.

No additional contract will be required with respect to the needs for the County of Essex as specified in the awarded master contract.

Continue to next page

COOPERATIVE PRICING WITH OTHER AGENCIES

(Page 2 of 2)

I - REQUIRMENTS (BIDDER MUST CHECK ONE):

_____ Check here **if willing** to provide the item(s) or service(s) herein bid upon to member agencies of the Essex County Voluntary Cooperative Contract Purchasing System without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the member agency under separate contract, subject to the overall terms of the master contract to be awarded by the County of Essex, that no additional service or delivery charges will be levied except as permitted by these specifications.

_____ Check here **if not willing** to extend prices to other agencies as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of the County of Essex.

II – LENGTH OF CONTRACT

The award of this shall be for the term, or length of contract, as established and specified on the proposal form herein.

After the return of the signed contract(s) by the successful bidder(s), such contract(s) shall be executed by each participating contracting unit. The ordering of materials and payments therefore shall be the individual participating contracting unit's responsibility and no other participating contracting unit shall assume any liability for the performance or non-performance of the contract(s) by any other contracting unit in this Cooperative Pricing System.

Regarding the purchase of vehicles, this cooperative agreement shall only apply to the model year of vehicle being bid upon and awarded for, should a successful bidder be established.

_____

Company Name

_____ _____

Authorized Signature **Date**

_____ _____

Print Name **Title**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bid Number: _____ Bidder Name: _____

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

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew: (Please check all statements that are true)

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

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

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____

Relationship to Bidder _____

Description of

Activities_____

Duration of Engagement_____

Anticipated Cessation Date:_____

Bidder Contact Name_____

Contact Phone Number_____

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

Full Name (Print) _____ Signature: _____

Title_____ Date: _____

COUNTY OF ESSEX

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received or included with the bid package**:

Acknowledged for: _____
(Name of Bidder/company

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

NOTE: Includes any Addenda whether distributed or attached to the bid/RFP package.

SPECIFICATIONS

FOR

THE PURCHASE AND REMOVAL OF

VARIOUS TYPES OF SCRAP METAL

(Revenue Generating Contract for Essex County)

Prepared by: Division of Buildings & Grounds

Date: January 2017

SPECIFICATIONS
PURCHASE AND REMOVAL OF VARIOUS TYPES OF SCRAP METAL

INTENT

The purpose of this bid is to secure the services of a vendor to purchase and remove various types of scrap metal from various Essex County locations. The scrap metal can be in various sizes and shapes, e.g., copper piping, stainless steel refrigerators and/or other types, iron, hot water piping, aluminum, metal cabinets, etc.

The successful bidder will be required to provide the County of Essex, Department of Public Works, at no charge, an open dumpster(s) or similar container(s) of such size and construction as to hold the scrap metal between pickup by the successful vendor. The container(s) will be delivered no later than two days after request. The weight of the empty container(s) will be documented at time of delivery. The successful bidder will provide all necessary tools, supplies and equipment for removal of scrap metal. If an item(s) must be disassembled, the responsibility is the vendor's, not the County of Essex.

The pickup of such scrap shall be made by the successful vendor at a minimum of once a month. However, no pickup is to be made by the vendor without first verifying time, date and location with the Department Director or Director's designee. The Department of Public Works reserves the right to require more (or less) frequent pickups by the successful vendor, on a twenty-four hour notice, if the quantity of scrap materials so warrants. The container will not be overloaded giving an unsightly appearance to the location. The Department of Public Works will designate the site location of the container(s). The County of Essex reserves the right, at its option, to weigh the empty and full scrap container(s), including their transport vehicle, at a local approved weighing station.

SECURITY

The successful bidder must have his/ her personnel be legal residents of the United States of America and must have a working knowledge of the English language (in case of an emergency) to work on County property.

The Vendor will submit to the Department Director, a roster of his/her employees that will be servicing the various County locations along with a copy of their completed employment application. The roster will contain the following information:

Name
Address
Social Security Number
Driver's License Number

All information will be submitted to the Essex County's Sheriff's Office for criminal background checks. All approved workers will be issued temporary County identification badges as soon as they bring in their photo I.D. No worker or member of the vendor's staff will be allowed on County property without the necessary I.D. badge. If they need access to a facility, they will be escorted to the County work site by a Public Work's employee designated by the Director of Public Works.

No one, except authorized employees of the vendor, who have been pre-approved by the Essex County's Sheriff's Department will be allowed on County premises. Vendor employees are not to be accompanied in their work area by acquaintances, family members, or any persons, unless said person is an authorized employee of the Vendor with an approved Essex County I.D. badge. All vendor employees shall wear County photo identification badges while servicing County facilities.

REMOVAL OF VENDOR'S EMPLOYEES

The Contractor agrees to utilize only experienced, responsible, capable people in the performance of this contract. The County may require that the vendor remove from the job, covered by this contract, employees who endanger persons or property or whose continued employment on County premises is inconsistent with the interests of Essex County. All terminated/resigned vendor employees must turn in their badges to the vendor, who will in turn, return them to the County. Any badge not surrendered will result in immediate termination of this contract.

All vendor personnel must observe all regulations in effect at the County facilities. While on County property, employees shall be subject to the control of the County, but under no circumstances shall such persons be deemed to be employees of the County. Vendor or his personnel shall not represent themselves as County employees.

VENDOR'S RESPONSIBILITIES

Sub - Contracting Assignment: The Vendor may not assign this contract or sub - contract to another party for performance of the terms and conditions hereof without the written consent of the County.

The vendor shall perform all work to minimize disruption to normal operations and shall take all responsible precautionary measures to ensure the safety of the County employees and the public. The vendor shall perform the work in compliance with all current Federal, State, Local, OSHA, PEOSH, rules, regulations and laws.

The vendor shall carry on the operations in such a manner that it does not damage existing grounds, buildings, landscaping, utilities, other structures, vehicles, furnishing, or contents. In the event that damage occurs to Essex County property or adjacent property, by reason of the vendor's work performed under this contract, the vendor shall replace or repair the same at no cost to the County. If damages caused by the vendor and/or his employees, must be repaired or replaced by the County, the cost of such work will be billed to the vendor.

INTERPRETATIONS AND ADDENDA

The bidder's understands and agrees that its bid is submitted based on 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.

TERM OF CONTRACT

The term of the contract is for 24-months. The County of Essex reserves the right to offer a one 2-year extension of this contract to the successful vendor upon mutual agreement of terms, and approval of the Essex County Board of Chosen Freeholders.

All percentage values are paid per pound at the Fair Market Value which is determined by the AMM—American Metal Market on the date vendor takes possession of the scrap.

PAYMENTS

The successful vendor must provide the Department of Public Works with a written report of the poundage of all scrap picked up, disposal receipts listing the weight, the bid rate per pound and the total amount due the County of Essex for the Director's approval. The Department of Public of Public Works is located at 900 Bloomfield Avenue, Verona, NJ 07044

Payments for the scrap metal shall be by check or money order and made payable to the County of Essex. Cash payments are not permitted. All payments must be sent to the Department of Public Works, Director's Office. Such payments must be made no later than 15 days after pickup and disposal of any, and all, scrap metal. Said payments must be accompanied by all documentation as outlined above and verified by the vendor 's signature.

PROPOSAL PAGE

To: County of Essex, Office of Purchasing
Hall Of Records – Room 325,
465 Dr. Martin Luther King Jr. Blvd
Newark, New Jersey 07102

Vendor shall indicate the total percentage per pound (based at the Fair Market Value (FMV) from the AMM—American Metal Market for the purchase and removal of scrap metal as per the attached specifications.

ONE YEAR:

	During Normal Business Hours:	After Hours, Weekend/Holidays
Copper FIRST YEAR	%_____* Per Pound at FMV	%_____* Per Pound at FMV
Stainless Steel FIRST YEAR	%_____* Per Pound at FMV	%_____* Per Pound at FMV
Stainless Steel Mixed FIRST YEAR	%_____* Per Pound at FMV	%_____* Per Pound at FMV
Steel FIRST YEAR	%_____* Per Pound at FMV	%_____* Per Pound at FMV
Iron FIRST YEAR	%_____* Per Pound at FMV	%_____* Per Pound at FMV
Aluminum FIRST YEAR	%_____* Per Pound at FMV	%_____* Per Pound at FMV

_____
BIDDER'S COMPANY NAME

*Quoted percentage shall be firm, inclusive of all transportation, pickup, loading and debris removal costs.
The County may award in whole or in part.

BIDDERS COMPANY NAME: _____

ADDRESS: _____

_____

_____

SIGNATURE & TITLE: _____
(TO BE SIGNED BY AUTHORIZED MEMBER OF FIRM)

PRINT AUTHORIZED NAME: _____

PRINT TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TAX I.D. OR SOCIAL SECURITY NUMBER: _____

PROJECT REFERENCES

The bidder shall state below the names and addresses for two (2) similar project references.

PROJECT REFERENCE #1

Name: _____

Address: _____

_____

Telephone Number: _____ Fax Number: _____

Name of Contact: _____ Title: _____

PROJECT REFERENCE #2

Name: _____

Address: _____

_____

Telephone Number: _____ Fax Number: _____

Name of Contact: _____ Title: _____

ESSEX COUNTY

YEAR 2017 - HOLIDAY SCHEDULE

New Year's Day	Monday, January 2
Martin Luther King Jr.'s Birthday	Monday, January 16
Lincoln's Birthday	Monday, February 13*
Washington's Birthday	Monday, February 20
Good Friday	Friday, APRIL 14
Memorial Day	Monday, May 29
Independence Day	Tuesday, July 4
Labor Day	Monday, September 4
Columbus Day	Monday, October 9
Election Day	Tuesday, November 7
Veteran's Day	Monday, November 10*
Thanksgiving Day	Thursday, November 23
Day After Thanksgiving	Friday, November 24
Christmas Day	Monday, December 25

*Observed