



COUNTY OF UNION
BID SUBMISSION CHECKLIST

PORTABLE TOILET RENTAL SERVICES (REBID)
BA# 16-2016

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – *follow instructions and fill out completely*
- _____ 3. Stockholder Disclosure Certification (2 pages) – *fill out completely and notarize*
- _____ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- _____ 5. Affirmative Action Requirement
- _____ 6. Americans with Disabilities Form
- _____ 7. Disclosure of Investment Activities in Iran
- _____ 8. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- _____ 9. Union County Cooperative Contract Purchasing System Extension Form
- _____ 10. Experience Statement
- _____ 11. Expertise Statement
- _____ 12. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

Each bidder should complete this form, initial each entry, sign and date at the bottom and submit with bid.

NAME OF BIDDER: _____ DATE: _____

COUNTY OF UNION

Invitation to Bid

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on **February 17, 2016**, at **2:30 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

PORTABLE TOILET RENTAL SERVICES (REBID) BA# 16-2016

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

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.

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Laura M. Scutari, Director of Purchasing

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

GENERAL SPECIFICATIONS

Revised 10/06/14
Commodities

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time and in the room noted on the sheet marked "Notice to Bidders".

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Notice to Bidders" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. Unit prices and totals must be inserted in the space provided. In the event of a discrepancy between the unit price given and the extended total, the unit price shall govern.

All delivery costs (FOB: Union County Ship To Address) shall be included in the total bid prices, unless the bid specifications specifically state otherwise.

Alternate bids will not be accepted unless specifically requested.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement must be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Subcontractors must also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

Bidders shall be required to furnish their literature and or samples where feasible and specifications of the items proposed to be supplied along with the sealed bid.

2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount

The County will return all bid guarantees after the bids have been opened, read, tabulated and checked except those of the three (3) bidders whose bids are considered the lowest, responsible, responsive bids. The bid guarantees of the low three (3) bidders will be returned within ten (10) days of the date of the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and/or fails to furnish the required performance bond, the Surety of such bidder will be held and used by the County as liquidated damages for such refusal or neglect.

3. QUALIFICATION OF BIDDERS

The County of Union **MAY** make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations of Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, firm or partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

4. RESERVATIONS

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor 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 Union, New Jersey.

5. AWARD AND EXECUTION OF CONTRACTS

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within 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 periods as may be agreed.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

6. BRAND NAMES

Whenever an item specified by manufacturer's model number, brand or trade name, it is understood that such description is only for the purpose of defining the level of quality desired, and does not in any way restrict bidding to the named brand. Bids on other brands **MAY** be submitted by any responsible supplier, provided such brands are equal to or better than the one named in the specifications. However, the burden of proof as to the comparative quality and suitability of alternate or substitute equipment, articles or materials lies with bidder and, he shall furnish, at his own expense, all information necessary or related thereto as required by the County of Union. The County of Union shall be the sole judge as to the comparative quality and suitability of alternate or substitute equipment, articles or materials, and the decision shall be final.

The trade name(s) or brand name(s) offered must be shown on the vendor's response bid form pages.

7. PATENT CLAIMS

The successful bidder (contractor) shall protect and save the County harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this contract hereunder, and it shall be the duty of the contractor, if so demanded by the County, to furnish said County with a proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

8. PREFERENCE FOR DOMESTIC PRODUCTS

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

9. INSURANCE REQUIREMENTS

Vendor shall procure and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of the work reflecting the following:

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey; are included as Additional Insured. The General Liability Insurance coverage is provided on primary and non-contributory basis to the County of Union, et al.
- b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

*Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. INDEMNIFICATION REQUIREMENTS

The Supplier shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting therefrom, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

11. NON-DISCRIMINATION

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38, et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

12. AMERICANS WITH DISABILITIES ACT OF 1990

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

13. INVESTMENT ACTIVITIES WITH IRAN

Pursuant to P.L. 2012, c.25, codified as NJSA 52:32-55 *et seq.*, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

14. AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General Requirements of P.L. 1975, c. 127. You are hereby put on notice that:

- A. Procurement, Professional & Service Contracts; all successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract one of the following:
 - 1. A photocopy of your Federal Letter of Affirmative Action Plan Approval.
 - 2. A photocopy of your Certificate of Employee Information Report.
 - 3. A completed Affirmative Action Employee Information Report (AA302).

If the successful vendor does not submit the affirmative action document within the seven (7) days, the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

15. TERMINATION OF CONTRACT

If, through any cause, the successful Supplier fails to fulfill in timely and proper manner its contractual obligations, or if the Supplier violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten days written notice to the Supplier of such termination and cause therefore, and specifying the effective date of such termination.

In addition, Union County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so. Notice hereunder shall be deemed to have been sufficiently given if given in person to the Supplier, or sent by registered mail at the addresses specified in the Contract.

16. RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 *et seq.* and N.J.A.C 5:89-5 *et seq.*, which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. 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) aka hazardous substance fact Sheet, must be furnished.

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.**

BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement – Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/busregcert.shtml. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the bid is considered a **MANDATORY REJECTION** of bids (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

SPECIFICATIONS

Intent: The County of Union hereinafter called the County will authorize the issuance of a single contract to a vendor, hereinafter called the contractor, to provide and service portable toilets in the Union County Park System and at other sites, according to the following specifications. Although, the specification and contract will be primarily used by the Department of Parks & Recreation, the open-ended nature of the contract will make it usable by any County entity.

Further, if agreed upon by the vendor on the appropriate bid form page, the contract will also be made available to any governmental entity located within the geographical confines of the County of Union.

Experience and Licensing: Bidders will document at least five years of experience and references from at least three clients including one governmental entity. Bidders will provide proof of possession of valid Solid Waste Transporter License from the State of New Jersey, Department of Environmental Protection.

Description of Units: The contractor will provide fully enclosed and equipped portable toilets constructed primarily of plastic or fiberglass, as typically utilized in the portable toilet industry. Each unit will be equipped with one toilet with seat and closable lid, one urinal, an enclosed sanitary waste vault, a wall-mounted toilet paper holder, passive ventilation, and a self-closing, lockable door with a Vacant/Occupied sign or similar indicator. Hand Cleansing Compound Dispenser – completely self-contained, wall mountable dispenser for waterless de-germing gel that provides antiseptic hand cleansing capability. Unit to be Steri-Wash dispenser or equal. As specified in the attached schedule, **Standard** unit will refer to a portable toilet of sufficient size and layout as to accommodate use by one able-bodied person of either sex. Accessible (**Access.**) unit will indicate a portable toilet of sufficient size and layout as to accommodate use by one person of either sex who is confined to a wheelchair. Such accessible unit will include, at a minimum, a 32” wide door opening, a ramped entry with a door saddle or other obstruction no greater in height than 1/2”, a toilet seat that is 17” to 19” in height above the floor, and a grab bar mounted on the wall to assist the user in transferring between a wheelchair and the toilet. All units will be marked with the vendor’s name and phone number.

Location of Units: The approximate location in which units are to be placed is indicated on the attached schedule. At the initial placement of units, the Park Maintenance Supervisor for each of the County’s five geographic park sections will meet the driver delivering portable toilets to direct the actual placement. The contractor can call the County (Alex Chappotin) at (908) 558-2253 or cell# (908) 514-3388 to arrange for such meetings.

Routine Servicing: Each portable toilet unit is to be supplied clean and stocked with toilet paper upon initial delivery. Thereafter, on a weekly basis, the contractor will provide routine servicing of the portable toilet, including removal of all sanitary waste, restocking of toilet paper, and cleaning of all interior surfaces, as necessary, to maintain a neat and sanitary appearance. The contractor will be responsible for keeping the portable toilet in proper operational order, particularly ensuring that the door is self-closing and the toilet cover closes properly.

Additional Servicing: In response to uncommonly heavy park use in a particular area or in preparation for a special event, the County may request that the contractor provide an additional servicing of a particular portable toilet, beyond the weekly servicing normally provided for that unit. The County must give the contractor at least 48 hours notice of request for such additional servicing. The contractor will invoice the County for this additional service at the rate quoted by the contractor in the Unit Pricing section of the Bid Form.

Pumping Services: The contractor shall submit a price per gallon for one (1) 2,000 GALLON septic tank pumping services throughout the contract period.

Executive High-end port-a-johns – The vendor shall submit a price for an executive high-end port-a-john if requested during the period of the contract.

Portable Trailer Restroom – The vendor shall submit a price for a portable trailer restroom if requested during the period of the contract.

Proof of Service: Each portable toilet unit is to be equipped with a chart, securely adhered or mounted inside the unit, on which the service technician is to indicate the date of each servicing and his initials. The County may refuse to make payment, in an amount equal to 25% of the monthly rate, for each week of portable toilet rental and servicing for any unit in which such proof of service is not provided.

Contract Period: The contract that is to be awarded as a result of this bid process shall be in effect for 24 months with provisions for a 24 month extension.

The County fully intends to rent the unit types and for the periods and are specified by location in the attached schedule. The County does reserve the right to cancel this contract for any reason with official notice given 30 days before termination.

Additional rentals, servicing and feature add-ons will be considered part of the contract, therefore bidders will bid on **all** items and the bid will be awarded to the most responsive and responsible low bidder. The quantities indicated for the additional services will be ESTIMATES and considered “more or less” in accordance with NJ state law for open-ended contracting NONE of the dollar estimates resulting from the estimates will be construed as a guarantee of actual purchase.

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE OPEN ENDED CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID SHALL BE ZERO (0) AND THE MAXIMUM SHALL BE THE QUANTITY ESTIMATED FOR EACH ITEM.

Award of Contract: The County of Union reserves the right to award the bid individually or collectively.

Payment Schedule: The contractor will provide an invoice to the County once each month for the scheduled rental and servicing of units actually in use in the month-long period just concluded. A month will be measured from the start date to the day before the similar date in the next month, regardless of the number of days in the month or the day on which the 1st of the month falls. The invoice should include the unit locations, number of units of each type, rental periods and rental and servicing charges. The invoice must be accompanied by a payment voucher, provided by the County and signed by the contractor. Sites added on to the schedule will also be billed in this manner.

Payment: Payment to Vendor is to be made within forty-five (45) days after the receipt of Vendor’s invoice and a signed County Voucher attesting to the delivery of the goods and services by some officer or duly designated employee of the using County entity and after approval of the appropriate Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity.

The vendor will not provide any goods and/or services without a valid and current purchase order from the County unit indicating account number and encumbrance.

Relocation of Units: On occasion, it may be necessary or desirable to relocate a portable toilet unit to a different location, in or outside the same park. The County may direct the contractor to effect such relocation on the next regularly scheduled date of servicing of that unit. In the alternative, the County may utilize its own forces to relocate the unit; if it does so, the County assumes all liability for damage that may be caused to the unit during the relocation, and must notify the contractor of the new location in order that routine servicing can be continued on schedule.

Provision of Additional Units: The County may, on occasion, desire to provide additional portable toilets at unspecified locations within the County of Union. The contractor will provide such units within 48 hours of the County's request, and will invoice the County for the cost of that additional rental and servicing as quoted in the Unit Price section of the bid form.

Early Removal of Units: The County may, on occasion, desire to eliminate the provision of portable toilet units at particular locations. Upon the request of the County, the contractor will remove such unit or units at the time of the next regularly scheduled servicing. The contractor will invoice the County for the rental and servicing of that unit or units only up to and including the date of removal.

Scheduled Removal of Units: The contractor will remove each portable toilet from the County's property within 3 days after the scheduled termination of the rental period for that particular unit. If the unit is not promptly removed, the contractor will be obligated to continue to provide weekly servicing of the unit, at no cost to the County. For each week that routine servicing is not provided, the County may charge the contractor a storage fee equal to 25% of the monthly rental and servicing fee for that unit. Such penalty will be deducted from any future monthly invoices submitted by the contractor.

Vandalism and Other Damage: The County will have no liability for damage to or loss of portable toilet units caused by normal wear and tear, vandalism, fire, storm, flood, or other causes beyond its control. The contractor will repair or replace damaged units within 48 hours of notification of the damage to the contractor by the County.

Points of Contact: The contractor will provide the County with the name, phone number, and e-mail address of the person who should be contacted to arrange for additional servicing, or for provision of additional units or early removal of units. *The point of contact for the County Parks for administration of this contract will be* Charlene Maranitz Cmaranitz@ucnj.org (908) 789-3655 and/or Michael Brennan, mbrennan@ucnj.org, Director of Park Maintenance (908) 789-6029

The point of contact's to arrange for initial placement of units, additional servicing, or for provision of additional units or early removal of units and billing are as follows:

Primary contact:

Alex Chappotin, Park Maintenance bureau chief, office # (908) 558-2253, mobile/primary (908) 514-3388

Secondary contact:

Jack Schulz, Park Maintenance park coordinator, office # (908) 522-3071, mobile # (908) 447-6223

Billing/payment issues :

Charlene Maranitz , Park Maintenance ,accounts payable/receivable, office # (908) 789-3655

COUNTY OF UNION
DEPARTMENT OF PARKS & RECREATION

2016-2017 SCHEDULE OF PORTABLE TOILET LOCATIONS AND RENTAL PERIODS*

**for the first twelve months of contract- please note that it is the intent of the County to rent for the same length of term for each site for the second twelve months of the original contract and extension.*

LOCATION	RENTAL PERIOD	# OF MONTHS	# OF UNITS		TOTAL UNITS	# OF UNIT-MONTHS	
			Standard	Access.		Standard	Access.
Green Brook Park Near the Playground Park Drive, off Clinton Ave. Plainfield, NJ	March 30, 2016 to March 29, 2017	12		1	1		12
Green Brook Park Near the Playground Park Drive, off Clinton Ave. Plainfield, NJ	March 30, 2016 to September 28, 2016	6	1		1	6	
Green Brook Park At the Baseball Field End of Willow Ave. Extension Plainfield, NJ	March 30, 2016 to September 28, 2016	6		1	1		6
Green Brook Park At the Extension soccer field West End Plainfield, NJ	March 30, 2016 to November 30, 2016	8	1	1	2	8	8
Glenside Park At soccer field Glenside Avenue Summit, NJ	March 30, 2012 to November 30, 2012	8		1	1		8
Oak Ridge Park At Archery Range Oak Ridge Road Clark, NJ	March 30, 2016 to November 30, 2016	8		2	2		16
Rahway River Park Near Softball Field #2 Off St. Georges Ave. (Rt. 27) Rahway, NJ	March 30, 2016 to November 30, 2016	8		1	1		8
Fire Science Training School Lower Road Linden, NJ	March 30, 2016 to March 29, 2017	12		1	1		12
Warinanco Park At the cricket field Park Drive near Acme Street Elizabeth, NJ	March 30, 2016 to March 29, 2017	12		1	1		12
Warinanco Park Various locations in park Linden Road Roselle, NJ	March 30, 2016 to November 30, 2016	8	5	3	8	40	24

LOCATION	RENTAL PERIOD	# OF MONTHS	# OF UNITS		TOTAL UNITS	# OF UNIT-MONTHS	
			Standard	Access.		Standard	Access.
Mattano Park Near the Facility Building Fifth Avenue Elizabeth, NJ	March 30, 2016 to November 30, 2016	8	2	2	4	16	16
Elizabeth River Park At the Bocci Court John Street Elizabeth, NJ	March 30, 2016 to March 29, 2017	12		1	1		12
Elizabeth River Park Salem Section At the parking lot Rutgers Avenue Hillside, NJ	March 30, 2016 to November 30, 2016	8		1	1		8
Elizabeth River Park Lightning Brook Section At the parking lot Union Avenue Union, NJ	March 30, 2016 to November 30, 2016	8		1	1		8
Kawameeh Park Kawameeh Drive & Thoreau Terrace Union, NJ	March 30, 2016 to November 30, 2016	8		1	1		8
Echo Lake Park At Playground near concession stand Off Route 22 Mountainside, NJ	March 30, 2016 to November 30, 2016	8		1	1		8
Black Brook Park Upper parking lot End of 19 th Street Kenilworth, NJ	March 30, 2016 to November 30, 2016	8		1	1		8
Echo Lake Park Near Locust Grove playground Off Route 22 Mountainside, NJ	March 30, 2016 to November 30, 2016	8	2	1	3	16	8
Lenape Park Facility Building Boulevard Cranford, NJ	March 30, 2016 to March 29, 2017	12		1	1		12
Nomahegan Park At ballfield parking lot Boulevard & Springfield Ave. Cranford, NJ	March 30, 2016 to November 30, 2016	8	1	1	2	8	8

LOCATION	RENTAL PERIOD	# OF MONTHS	# OF UNITS		TOTAL UNITS	# OF UNIT-MONTHS	
			Standard	Access.		Standard	Access.
Briant Park Along walking path Springfield Avenue Summit, NJ	March 30, 2016 to March 29, 2017	12		1	1		12
Houdaille Quarry Pistol Range & SWAT Range Off Shunpike Road Springfield, NJ	March 30, 2016 to March 29, 2017	12		2	2		24
Watchung Reservation Deserted Village, in field Off Cataract Hollow Road Berkeley Heights, NJ	May 11, 2016 to June 11, 2016 Verify dates before delivery	1	1	1	2	1	1
Watchung Reservation Deserted Village, in field Off Cataract Hollow Road Berkeley Heights, NJ	September 21, 2016 to November 26, 2016 Verify dates before delivery	2	1	1	2	2	2
Meisel Park Near track & field Meisel Avenue Springfield, NJ	March 30, 2016 to November 30, 2016	12		1	1		12
Watchung Reservation Sky Top picnic area Sky Top Drive Scotch Plains, NJ	March 30, 2016 to November 30, 2016	8		1	1		8
Watchung Reservation Seeley's Pond Picnic Area Diamond Hill & Valley Roads Berkeley Heights, NJ	March 30, 2016 to November 30, 2016	8	1	1	2	8	8
Watchung Reservation Trailside Nature & Science Center (Harvest Festival) 452 New Providence Road Mountainside, NJ	September 21, 2016 to September 28, 2016 Verify dates before delivery	1	1	1	2	1	1
Sperry Pond/Mohawk Park At basketball court Wall St. & Crane Parkway Cranford, NJ	June 1, 2016 to September 1, 2016	3		1	1		3
TOTAL-First 12 months			16	33	49	106	271
TOTAL 2nd 12 months			16	33	49	106	271
TOTAL-24 months			32	66	98	212	542

LOT 1

Item # 1 - Vendor will provide standard units as specified at various locations and rental periods outlined in the Schedule in amounts indicated on the bid form page.

Item # 2 - Vendor will provide accessible units as specified at various locations and rental periods outlined in the Schedule in amounts indicated on the bid form page.

Item # 3 - Cost for rental and servicing of an additional **standard** portable toilet, per unit/per month, delivered to any location in Union County, beyond those specified in the Schedule of Portable Toilet Locations and Rental Periods. UNIT MONTHS ARE A “MORE OR LESS” ESTIMATE.

Item # 4 - Cost for rental and servicing of an additional **accessible** portable toilet, per unit/per month, delivered to any location in Union County, beyond those specified in the Schedule of Portable Toilet Locations and Rental Periods. UNIT MONTHS ARE A “MORE OR LESS” ESTIMATE.

Item # 5 For Rental Periods greater than 1 Week but less than 1 Month: Cost for rental and servicing of an additional **standard** portable toilet, per unit/per week, delivered to any location in Union County.

Item #6 For Rental Periods greater than 1 Week but less than 1 Month: Cost for rental and servicing of an additional **accessible** portable toilet, per unit/per week, delivered to any location in Union County.

Item #7 For Rental on a daily basis: Cost for rental and servicing of an additional **standard** portable toilet, per unit/per day, delivered to any location in Union County.

Item #8 For Rental on a daily basis: Cost for rental and servicing of an additional **accessible** portable toilet, per unit/per day, delivered to any location in Union County.

Item #9 Cost for an additional routine servicing, between scheduled weekly servicing, of any portable toilet provided by the contractor, if such servicing is requested to be performed on a **Weekday**

Item #10 Cost for an additional routine servicing, between scheduled weekly servicing, of any portable toilet provided by the contractor, if such servicing is requested to be performed on a **Saturday**.

Item #11 Cost for an additional routine servicing, between scheduled weekly servicing, of any portable toilet provided by the contractor, if such servicing is requested to be performed on a **Sunday or Holiday**.

Item #12 – Cost for the rental of an executive high end port-a-john on a Saturday, Sunday or Holiday with a minimum of a three day rental.

Item #13 – Cost for the rental of a portable trailer restroom on a Saturday, Sunday or Holiday with a minimum of a three day rental.

LOT 2

Item #1 – Cost per gallon for pumping services for septic tank on weekday.

Item #2 – Cost per gallon for pumping services for septic tank on Saturday, Sunday or Holiday

BID FORM PAGE 1 OF 2

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES FURNISH, DELIVER AND SERVICE **PORTABLE TOILET RENTAL SERVICES** AT VARIOUS LOCATIONS IN UNION COUNTY, FOR THE DEPARTMENT OF PARKS & RECREATION IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

			<u>Unit Price</u>	=	<u>Subtotals</u>
<u>LOT 1</u>					
ITEM #1	<u>212</u> UNIT MONTHS	X	\$ _____ PER MONTH	=	\$ _____
ITEM #2	<u>542</u> UNIT MONTHS	X	\$ _____ PER MONTH	=	\$ _____
ITEM #3	<u>40</u> UNIT MONTHS MORE OR LESS	X	\$ _____ PER MONTH	=	\$ _____
ITEM #4	<u>40</u> UNIT MONTHS MORE OR LESS	X	\$ _____ PER MONTH	=	\$ _____
ITEM #5	<u>10</u> UNIT WEEKS MORE OR LESS	X	\$ _____ PER WEEK	=	\$ _____
ITEM #6	<u>10</u> UNIT WEEKS MORE OR LESS	X	\$ _____ PER WEEK	=	\$ _____
ITEM #7	<u>10</u> UNIT DAYS MORE OR LESS	X	\$ _____ PER DAY	=	\$ _____
ITEM #8	<u>10</u> UNIT DAYS MORE OR LESS	X	\$ _____ PER DAY	=	\$ _____
ITEM #9	<u>10</u> UNITS Of SERVICE MORE OR LESS	X	\$ _____ PER SERVICE	=	\$ _____

NAME OF BIDDER: _____

			<u>Unit Price</u>		<u>Subtotals</u>
<u>LOT 1 –(continued)</u>					
ITEM #10	<u>10</u> UNITS Of SERVICE MORE OR LESS	X	\$ _____ PER SERVICE	=	\$ _____
ITEM #11	<u>10</u> UNITS Of SERVICE MORE OR LESS	X	\$ _____ PER SERVICE	=	\$ _____
ITEM #12	<u>4</u> MORE OR LESS	X	\$ _____ PER EXECUTIVE PORT-A-JOHN	=	\$ _____
ITEM #13	<u>2</u> MORE OR LESS	X	\$ _____ PER TRAILER RESTROOM	=	\$ _____
GRAND TOTAL LOT #1					\$ _____ (NOT TO EXCEED)

LOT #2

Item #1	<u>2,000</u> GALLONS MORE OR LESS	X	\$ _____ PER GALLON	=	\$ _____
Item #2	<u>2,000</u> GALLONS MORE OR LESS	X	\$ _____ PER GALLON	=	\$ _____
GRAND TOTAL LOT #2					\$ _____ (NOT TO EXCEED)

The period of the contract shall be for twenty-four (24) consecutive months with the provision for one (1) twenty-four (24) month extension subject to the following limitations: the extension contract shall be awarded by resolution of the governing body (within 60 days prior to the expiration date), upon a finding by the governing body that the services are being performed in an effective and efficient manner.

N.J.S.A. 40A:11-15 provides that any price changes pursuant to extensions of the original term of this agreement shall be based upon the price of the original agreement as cumulatively adjusted pursuant to any previous adjustment or extensions and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time this agreement is reviewed. The Index Rate is promulgated bi-annually by the State of New Jersey, Division of Local Government Services and is based on the annual percentage increase in the implicit price deflector for State and Local Government Services, computed quarterly by the U.S. Department of Commerce, Bureau of Economic Analysis.

Any extension of the original term of this agreement shall be subjected to the availability and appropriation annually of sufficient funds by the County of Union pursuant to N.J.S.A. 40A:11-15.

NAME OF BIDDER: _____

EXTENSION FORM FOR UNION COUNTY
COOPERATIVE CONTRACT PURCHASING SYSTEM

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF UNION:

[] **CHECK HERE** IF WILLING TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO LOCAL GOVERNMENTAL CONTRACTING UNITS LOCATED WITHIN THE COUNTY OF UNION, UNION COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM # **CK-06-UNION** 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 CONTRACTING UNITS, SUBJECT TO THE OVERALL TERMS OF THE CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICE OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPECIFICATIONS.

[] **CHECK HERE** IF **NOT** WILLING TO EXTEND PRICES TO CONTRACTING UNITS LOCATED IN THE COUNTY OF UNION. THIS WILL NOT AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE COUNTY OF UNION.

IF THE LOWEST RESPONSIBLE RESPONSIVE BIDDER DOES NOT EXTEND HIS PRICES TO THE REGISTERED MEMBERS, THE CONTRACT FOR THE STATED NEEDS OF UNION COUNTY WILL BE AWARDED TO SAID LOWEST RESPONSIBLE RESPONSIVE BIDDER AND SPECIFICALLY **NOT** MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY.

Initial

NAME OF BIDDER: _____

BIDDER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).
4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF BIDDER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: _____

FAX: _____

EMAIL: _____

BY: _____
SIGNATURE

DATE

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

BUSINESS REGISTRATION
Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue



 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

ATTACH BRC HERE

STOCKHOLDER DISCLOSURE CERTIFICATION

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

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: _____

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 | | |

Complete if the bidder/respondent is one of the 3 types of corporations:

Date Incorporated: _____ **Where Incorporated:** _____

BUSINESS ADDRESS:

Street Address	City	State	Zip
Code			

Telephone #	Fax #
--------------------	--------------

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or 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 setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability company, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this _____ day
of

_____, 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF _____

SS:

COUNTY OF _____

I _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the **COUNTY OF UNION, NEW JERSEY** relies upon the truth of the statements contained in said Proposal and in the statements contained in the 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 _____ (N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before Me this _____ day of _____, 20____.

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

Print or type FIRM NAME here

Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

Print or type NAME and TITLE here

Print or type DATE

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the **County of Union** (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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, any 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.

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF BIDDER: _____

COUNTY OF UNION NEW JERSEY
Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Bidder/Offeror: _____

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 the 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:

[] 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 pipe lines 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/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror 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 Union County is relying on the information contained herein and hereby 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 Union 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 _____

EXPERTISE STATEMENT

Bidders will provide proof of possession of valid Solid Waste Transporter License from the State of New Jersey, Department of Environmental Protection. Attach to this sheet.

NAME OF BIDDER: _____

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

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

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addenda(s)

NAME OF BIDDER: _____