



# COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

*Matthew N. DiRado, Esq., Director*

## CHEMICALS: JANITORIAL / MAINTENANCE

**BA# 31-2013**

**BOARD OF  
CHOSEN FREEHOLDERS**

### BID SUBMISSION CHECK LIST

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*County Manager*

ROBERT E. BARRY, ESQ.  
*County Counsel*

JAMES E. PELLETTIERE  
*Clerk of the Board*

MICHAEL M. YUSKA Q.P.A.  
*Director of Purchasing*

- \_\_\_\_\_ 1. Bid Form Page(s)
- \_\_\_\_\_ 2. Bidder Signature Page – 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. 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
- \_\_\_\_\_ 8. Addenda Receipt Form - **ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED**
- \_\_\_\_\_ 9. UC Cooperative Pricing Extension Form
- \_\_\_\_\_ 10. Experience Statement

**Date:** \_\_\_\_\_ **Each bidder should complete this form and initial each entry**

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

**DIVISION OF PURCHASING**

*Elizabethtown Plaza*

*Elizabeth, NJ 07207*

*Administration Building  
(908)527-4130*

*fax(908)558-2548*

*www.ucnj.org*

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# COUNTY OF UNION

## Notice To Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on March 28, 2013, at **2:00 p.m.** prevailing time in the **3<sup>rd</sup> Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

### **BA# 31-2013 – CHEMICALS: JANITORIAL/MAINTENANCE**

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. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier.

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 (3<sup>rd</sup> 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.

Michael M. Yuska-Q.P.A, Director of Purchasing.

**UNION COUNTY BOARD  
OF CHOSEN FREEHOLDERS**

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## GENERAL SPECIFICATIONS

Revised August 2011  
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 are to be completely filled out and submitted in the sealed bid. A State of New Jersey Department of the Treasury Business Registration (BRC) in the name of the bidder (and any subcontractors if applicable) should also be included in the sealed bid for bidder. It is mandatory that the bidder have a valid BRC dated PRIOR to the bid opening date for their bid to be considered.

If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, and a List of Subcontractors should 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**

The County of Union requires all bidders to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the bidder must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

1. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$1,000,000 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with respect to work emanating from the Contract with the County. This insurance will include the following:
  - a). Personal Injury Liability
  - b). Blanket Contractual Liability applies to assumption of liability under any written Contract
  - c). Coverage for A, X, C, U exposures, relating to excavation, blasting, underground damage
  - d). Broad Form Property Damage Liability
  - e). Products and/or Completed Operations Liability
2. Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.
3. Automobile Liability Insurance in any amount of not less than \$500,000 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made in the policy.

A Certificate of Insurance will be filed with the County prior to commencement of any work. This certificate will contain a provision that insurance afforded under the policies will not be canceled without at least thirty (30) days prior written notice being given to the County.

## **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 there from, 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. 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.

### **14. 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

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.

(REVISED 4/10)

**EXHIBIT A**

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://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 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 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/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). 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 bidder 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.

The purpose and intent of this public bid is to provide and deliver **Chemicals: Janitorial/Maintenance** for the County of Union, Division of Facilities Management. The term of the contract shall be for twenty-four (24) consecutive months.

## SPECIFICATIONS

The **County of Union** has evaluated different types of Janitorial Maintenance Chemicals and has determined that the brands specified are best suited for the County's needs in safety, quality, performance, and long term operational costs. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all bids will be compared. The County of Union reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities.

**EQUIVALENT PRODUCT:** Bids will be accepted for consideration on any brand that is equal to or superior to the Janitorial Maintenance Chemicals specified. Decisions of equivalency will be at the sole interpretation of the County of Union. A blanket statement that goods proposed will meet all requirements will not be sufficient to establish equivalence. If the bidder intends to supply an "or equal" brand other than specified, they must submit with the appropriate literature to verify equality.

**STANDARD:** The specification herein states the minimum requirements of the County. Unauthorized conditions, limitations, or provisions will be cause for rejection. The County of Union may consider as "irregular" or "non-responsive" and reject any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient literature to enable the County to make a reasonable determination of compliance to the specification. It will be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to indicate any variation to each section of the specification will cause the bid proposal to be rejected without review as "non-responsive".

**UNIT PRICES** will be on a per EACH basis for the containers/sizes specified ONLY. **All prices shall include any and all delivery costs.**

Orders will be based on current inventory and may vary. Orders must be received within three (3) days from date of order. Contact Chris Russo before delivery at (908) 527-4240.

**LABELING: ALL applicable products shall be LABELED** pursuant to The New Jersey Worker and Community Right to Know Act Major Provisions of Right to Know Labeling for Public Employers, General Provisions (N.J.A.C. 8:59-5.1 and 5.2). Labeling requirement shall provide for exact identification of chemicals in the workplace by using the chemical names and Chemical Abstracts Service (CAS) numbers of the chemicals. Container labels must list the chemical name and CAS number of the five (5) most predominant chemical ingredients in the container whether they are hazardous or non-hazardous. Any hazardous ingredients which are not in the top five (5) ingredients must also be listed on the label (except if it is below 1%, or below 0.1% for carcinogens, mutagens, and teratogens). The Right to Know Hazardous Substance List provides a list of synonyms of chemical names which may also be used on the label. For chemicals not listed on the Right to Know Substance List, any chemical name recognized by the Chemical Abstracts Service may be used.

Vendor must supply **Material Safety Data Sheets** for all chemical products at time of delivery.

The estimates specified are derived from historical purchasing records of the County and are given for the information of the bidder and for the purpose of bid evaluation. The bidder should understand the quantities estimated in these specifications are in no way guaranteed as minimum or maximum quantities. The estimated quantities provided do not indicate the actual quantities that the successful bidder will be required to furnish and

deliver, since the actual quantities may vary during the term of the contract. There shall be no minimum purchase obligation on the part of the County.

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

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE OPEN END 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 MAXIMUM SHALL BE THE QUANTITY ESTIMATED FOR EACH ITEM.

In order to allow for the efficiency of supply, the BID AWARDS shall be based on the lowest Total for each LOT from a bidder judged to be wholly responsive and responsible for that LOT. **BIDDERS MAY BID AND WIN MORE THAN 1 LOT.**

**EXPERIENCE AND REFERENCES:** bidders are to document on the appropriate bid form page their experience in supplying a large organization, government or otherwise, comparable in size to the County of Union. References and contact names and phone numbers of those references are to be included.

**LOT# 1 – DETERGENTS, GREASE TRAP AND DRAIN CLEANING RELATED PRODUCTS**

ITEM #	DESCRIPTION
1-1	<b><u>Bacteria Enzyme (Drain)</u></b> , 1 quart with squirt top. Contains 600 billion Aerobic and Anaerobic, 5 species Enzyme producing bacteria per gallon. Surfactants and foam controlling agents. Environmental Chemical Brand or Equal.
1-2	<b><u>Bacteria Enzyme (Grease Trap)</u></b> , 30 gallon drum. Contains 600 billion Aerobic and Anaerobic, 5 species Enzyme producing bacteria per gallon. Surfactants and foam controlling agents. Environmental Chemical Brand or Equal.
1-3	<b><u>Dispensing System</u></b> , (for Item# 1-2). Viking Injector Pro Drain Chief High Speed or Equal. Shall be wall-mountable, lockable, timer programmable and provided with all installation hardware and flow tubing. Shall be capable of pumping 18 ounces per minute with a maximum of 74 gallons per 24-hour period, 2 feed times per hour with a maximum of 48 feed times per 24-hour period.
1-4	<b><u>Non-Caustic Liquid Detergent</u></b> , 15 gallon drum. Nonyl Phenol Ethoxylate; Sodium Tri Polyphosphate. Environmental Chemical Brand or Equal.
1-5	<b><u>Liquid Chlorinated Whitener</u></b> , 15 gallon drum. Buffered Sodium Hypochlorite. Environmental Chemical Brand or Equal.

**LOT# 1 – DETERGENTS, GREASE TRAP AND DRAIN CLEANING RELATED PRODUCTS - Continued**

**ITEM #            DESCRIPTION**

1-6    **Liquid Softener Agent**, 15 gallon drum. Di-Tallow Diamido Methylsulfate. Environmental Chemical Brand or Equal.

1-7    **Solid Laundry Detergent**, 5 lb. concentrated capsules. Contains a specific blend of soil emulsifying agents with optical brighteners, 100% biodegradable. Envirochemical# 2000 or Equal.

1-8    **Solid Laundry Softener**, 5 lb. concentrated capsules. Soft sour for all fabrics. Static and wrinkle reducing agents including alkali neutralizing agents. Envirochemical Synergy 2000 or Equal.

1-9            **Aerobic and Anaerobic Bacteria**, 50 lb. Container. Contains 600 billion Aerobic and Anaerobic, 5 species Enzyme producing bacteria. KB Chemical Brand or Equal.

1-10 **Non-Caustic Drain Opener**, 1 quart. Non-acid, Sodium Hydroxide solution. Creative Chemical Brand or Equal.

**LOT# 2 – DISINFECTANTS, DEODORANTS AND CLEANING RELATED PRODUCTS**

**ITEM #            DESCRIPTION**

2-1    **Disinfectant Cleaner & Deodorant**- Johnson Wax Brand Virex II 256 One-Step, J-Fill or Equal, 84.5 oz. For use on hard surfaces. Shall be effective against a wide variety of pathogenic microorganisms. To contain, at a minimum, 16.894% quaternary germicides and nonionic and cationic surfactants with mild foaming agents.

2-2    **Disinfectant Cleaner**- Johnson Wax Brand.Triad III One-Step, J-Fill, or Equal 84.5 oz. Shall be effective against a broad spectrum of bacteria. To contain, at a minimum, 3.9% quaternary germicides and nonionic and cationic surfactants with mild foaming agents.

2-3    **Dispensing System** (for Items# 2-1 & 2-2, 84.5 oz. containers) Johnson Wax Brand J-Fill Duo or Equal. Shall be wall-mountable and lockable, made from stainless steel for automatic dilution control/dispensing of cleaners.

2-4    **Posi-Pine Cleaner**, 1 quart. Highly concentrated, powerful deodorant pine cleaner with pleasant pine fragrance. Made from synthetic detergent and natural products. Positive Attitude Industries Brand or Equal.

2-5    **Clean-up Powder for Blood/Urine**, 1 lb. White fine granular powder with fragrance that absorbs 120 times its own weight. Canusa Corporation Brand or Equal.

**LOT# 3 – MISCELLANEOUS MAINTENANCE PRODUCTS**

**ITEM #      DESCRIPTION**

- 3-1      **Graffiti Remover**, 20 oz. Toluene; Diacetone Alcohol; Isopropyl Alcohol Liquefied Petroleum Gas. Terand Brand or Equal.
- 3-2      **Graffiti Barrier**, 1 gallon. Water based silicone shield to protect masonry surface. Xymax Coatings Brand or Equal.
- 3-3      **Crawling Insect Spray**, 16 oz. Must have no unpleasant odor. Tetramethrin, Permethrin, Piperonyl Butoxide. Contact Industries Brand or Equal.
- 3-4      **Wasp/Hornet Spray**, 16 oz. 100% Solvent based, Tetramethrin. 20 foot fogging stream. Contact Industries Brand or Equal.
- 3-5              **Absorbent**, 50 lbs. Clay, absorbs all petroleum spills. Waverly Industries Brand or Equal.
- 3-6              **Ice/Snow Melt**, 50 lbs. Calcium chloride pellets. Dow Chemical Brand or Equal.

**BID FORM Page 1 of 7**

Having carefully read the proposal, specifications and instructions to bidders the undersigned hereby agrees to furnish and deliver **Chemicals: Janitorial Maintenance** for the Division of Facilities Management in accordance with the specifications.

If a brand name is given, the term "or approved equal" is considered to follow the name. Wherever a brand name is used, it is meant to denote the minimum level of quality and performance. All quantities INDICATED below are to be considered "MORE OR LESS". **BIDDERS MAY BID AND WIN MORE THAN 1 LOT.**

**DO NOT MAKE ANY ALTERATIONS TO THE FORMAT OF THE BID FORM PAGES**

**LOT # 1**

<u>ITEM#</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>		<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
1-1	200 each	<b>Bacteria Enzyme</b>	X	\$ _____	\$ _____

- CHECK HERE: If supplying exact BRAND and PRODUCT # specified
- CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

1-2	25 each	<b>Bacteria Enzyme</b>	X	\$ _____	\$ _____
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- CHECK HERE: If supplying exact BRAND and PRODUCT # specified
- CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

1-3	5 each	<b>Dispensing System (For Item# 1-2)</b>	X	\$ _____	\$ _____
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- CHECK HERE: If supplying exact BRAND and PRODUCT # specified
- CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

1-4	250 each	<b>Non-Caustic Liquid Detergent</b>	X	\$ _____	\$ _____
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- CHECK HERE: If supplying exact BRAND and PRODUCT # specified
- CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

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

BID FORM Page 2 of 7

LOT # 1 - Continued

**ITEM#    QUANTITY    DESCRIPTION    UNIT PRICE    SUB TOTAL**

1-5      300 each      **Liquid Chlorinated Whitener X**    \$ \_\_\_\_\_ \$ \_\_\_\_\_

- CHECK HERE: If supplying exact BRAND and PRODUCT # specified
- CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

1-6      100 each      **Liquid Softener Agent**    X    \$ \_\_\_\_\_ \$ \_\_\_\_\_

- CHECK HERE: If supplying exact BRAND and PRODUCT # specified
- CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

1-7      200 each      **Solid Laundry Detergent**    X    \$ \_\_\_\_\_ \$ \_\_\_\_\_

- CHECK HERE: If supplying exact BRAND and PRODUCT # specified
- CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

1-8      50 each      **Solid Laundry Softener**    X    \$ \_\_\_\_\_ \$ \_\_\_\_\_

- CHECK HERE: If supplying exact BRAND and PRODUCT # specified
- CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

1-9      50 each      **Aerobic/Anaerobic Bacteria X**    \$ \_\_\_\_\_ \$ \_\_\_\_\_

- CHECK HERE: If supplying exact BRAND and PRODUCT # specified
- CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

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

**BID FORM Page 3 of 7**

**LOT # 1 - Continued**

<b><u>ITEM#</u></b>	<b><u>QUANTITY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>SUB TOTAL</u></b>
1-10	300 each	<b>Non-Caustic Drain Opener X</b>	\$ _____	\$ _____

CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_

Product #: \_\_\_\_\_

**TOTAL LOT # 1** \$ \_\_\_\_\_  
**(NOT TO EXCEED)**

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

**LOT # 2**

<b><u>ITEM#</u></b>	<b><u>QUANTITY</u></b>	<b><u>DESCRIPTION</u></b>		<b><u>UNIT PRICE</u></b>	<b><u>SUB TOTAL</u></b>
2-1	50 each	<b>Disinfectant Cleaner &amp; Deodorant</b>	X	\$ _____	\$ _____

CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

2-2	1,200 each	<b>Disinfectant Cleaner</b>	X	\$ _____	\$ _____
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CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

2-3	5 each	<b>Dispensing System (For Items# 2-1 &amp; 2-2)</b>	X	\$ _____	\$ _____
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CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

2-4	2,500 each	<b>Posi-Pine Cleaner</b>	X	\$ _____	\$ _____
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CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_  
Product #: \_\_\_\_\_

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

LOT # 2 - Continued

<u>ITEM#</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>		<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
2-5	750 each	Clean-up Powder Blood/Urine	X	\$ _____	\$ _____

CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_

Product #: \_\_\_\_\_

**TOTAL LOT # 2** \$ \_\_\_\_\_  
(NOT TO EXCEED)

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

BID FORM Page 6 of 7

LOT # 3

<u>ITEM#</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>		<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
3-1	200 each	<b>Graffiti Remover</b>	X	\$ _____	\$ _____

CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_

Product #: \_\_\_\_\_

3-2	50 each	<b>Graffiti Barrier</b>	X	\$ _____	\$ _____
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CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_

Product #: \_\_\_\_\_

3-3	200 each	<b>Crawling Insect Spray</b>	X	\$ _____	\$ _____
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CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_

Product #: \_\_\_\_\_

3-4	200 each	<b>Wasp/Hornet Spray</b>	X	\$ _____	\$ _____
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CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_

Product #: \_\_\_\_\_

3-5	50 each	<b>Absorbent</b>	X	\$ _____	\$ _____
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CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_

Product #: \_\_\_\_\_

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

**BID FORM Page 7 of 7**

**LOT # 3 - Continued**

<b><u>ITEM#</u></b>	<b><u>QUANTITY</u></b>	<b><u>DESCRIPTION</u></b>		<b><u>UNIT PRICE</u></b>	<b><u>SUB TOTAL</u></b>
3-6	200 each	Ice/Snow Melt	X	\$ _____	\$ _____

CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: \_\_\_\_\_

Product #: \_\_\_\_\_

**TOTAL LOT # 3** \$ \_\_\_\_\_  
(NOT TO EXCEED)

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

EXTENSION FORM FOR UNION COUNTY  
COOPERATIVE PRICING 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 PRICING 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 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**

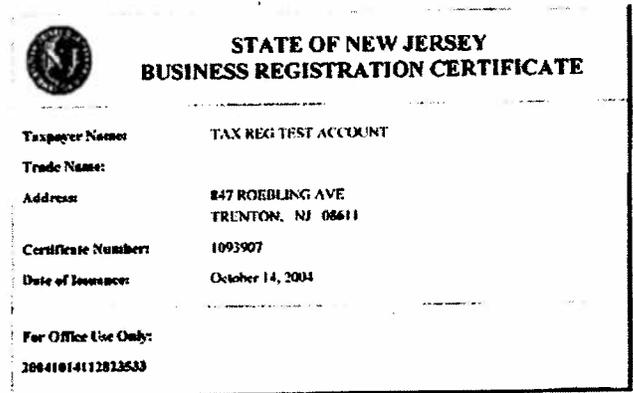
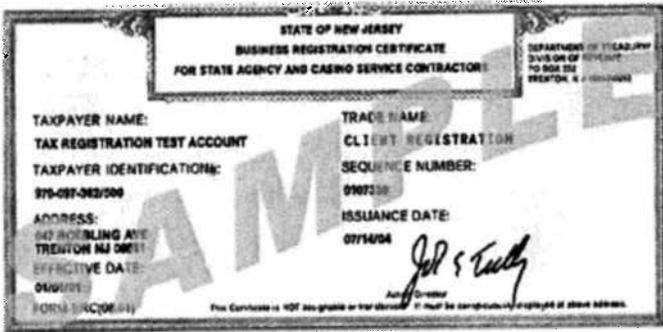
**P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury,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

A copy of the web printed version provided by the NJ Division of Revenue



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:**

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

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

**Date Incorporated:** \_\_\_\_\_                                      **Where Incorporated:** \_\_\_\_\_

**BUSINESS ADDRESS:**

---

<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Code</b>			

---

<b>Telephone #</b>	<b>Fax #</b>
--------------------	--------------

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 corporations, 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  
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: \_\_\_\_\_

## **EXPERIENCE STATEMENT**

The vendor must submit with their bid a list of their experience in supplying a large organization, government or otherwise, comparable in size to the County of Union.

References contact names and phone numbers to be included.

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