



COUNTY OF UNION

BID SUBMISSION CHECKLIST

BA# 15-2015 PROTECTION SERVICES

- _____ 1. CONSENT OF SURETY – The Consent of Surety form signed by a Surety Company stating that if your bid is accepted, the Surety Company that provides the consent shall be required to furnish a Performance Bond in the amount of \$10,000.00. The Bond shall have a term equal to the contract period.

In lieu of the Consent of Surety you may submit a Certified Check for the amount of \$10,000.00.

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.

- _____ 2. Bid Form Page(s)
- _____ 3. Bidder Signature Page – fill out completely
- _____ 4. Non-Collusion Affidavit – fill out completely and notarize
- _____ 5. Stockholder Disclosure Certification (2 pages) – fill out completely
- _____ 6. Affirmative Action Requirement
- _____ 7. Disclosure of Investment Activities in Iran
- _____ 8. Americans with Disabilities Form
- _____ 9. Copy of State of NJ Department of Treasury Business Registration Certificate
- _____ 10. Addenda Receipt Form – Only Include If Addendums Were Received
- _____ 11. References
- _____ 12. Uniform Description

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

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 April 2, 2015, at **2:30 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

BA# 15-2015 – PROTECTION SERVICES

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.

A **tour of Cornerstone Behavioral Health Hospital** will be held on **March 25, 2015 at 11:00 AM**. Contact the Director Social Work/Contracted Services of the CBHH, Tish Isack at 908-771-5838 to confirm intention to attend or for further information.

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 (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.

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

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

GENERAL SPECIFICATIONS

Revised October 6, 2014
Goods & Services

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 place 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. In the event there is a discrepancy between any unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

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(d).

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.

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

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 Sub-contractors must also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

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 of Union shall award the contract or reject all bids within sixty (60) days; except that the bids of any bidders' who consent thereto may, at the request of the County, be held for consideration such longer periods as may be agreed.

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 bids. The bid bonds 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 the 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 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. 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 a 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.

9. 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.

10. 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 thereunto 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.

11. 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.

12. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

13. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the work, and must remove from the work any incompetent, unsuitable, or disorderly person upon complaint from the County.

The parties to any contract resulting from this bid do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 (discrimination in employment on public works contracts): 34:11-56.25 et seq. (payment of prevailing rate of wages determined pursuant to N.J.S.A 34:11-56.30 by the Commissioner), and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them.

There will be no discrimination against any employee who is employed in the work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

14. PAYMENT OF WAGES OR BENEFITS WITHIN TIME

The County of Union requires all bidders to comply with N.J.S.A. 2C:40 A-2. Failure of an employer to pay wages or benefits within time specified will result in a penalty for the violation.

"In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to an agreement made with a collective bargaining agent or with an individual employee which requires the payment of (a) wages or of benefits, or (b) contributions for the support of a fund out of which benefits may be paid, including, without limitation upon the generality of the foregoing, any pension fund, welfare fund or any fund for the support of any program or programs in any trade, profession or occupation concerned in such agreement, or other penalties in connection with the employment of any employee or employees and who knowingly and willfully fails or refuses to make such payments within thirty (30) days after such payments are by said agreement to be made, or in the case of wages, if the agreement fails to specify the time of payment, then within the time specified for the payment of wages by Section 2, P.L. 1965, c.173 (N.J.S.A. 34:11-42) is a disorderly person".

If such employer is a corporation, the officer or employee responsible for such willful failure or refusal is a disorderly person.

15. 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.

16. ON SITE STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and County may offer available space, if any, for storage of such materials or equipment. The contractor shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

17. FINAL CLEAN UP

Upon completion of each project assigned, the Contractor will remove all equipment, unused materials, rubbish, etc., and will repair, or replace in a manner acceptable to the County, all areas that may have been damaged in the prosecution of the work.

18. SUB-LETTING OF WORK

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of work: plumbing, heating, ventilation and air conditioning, electrical, ornamental iron, structural steel and steam power. If these trades are expected to be part of the contract, such subcontractors should be listed on the bid sheet entitled "List of Subcontractors". Substitutions of any listed subcontractors pursuant to N.J.S.A. 40A:11-16 will not be permitted except with the consent of the Director.

Except for the List of Subcontractors, pursuant to N.J.S.A. 40A:11-16, no portion of the work will be sublet by the Contractor to any other entities, except with the consent of the Director of Facilities Management. A complete list of approved subcontractors must be submitted to the Director prior to the start of work. All Subcontractors will be subject to N.J.S.A. 34:11-56 et al.

19. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56a.25 et seq. requires that the following additional conditions be strictly followed. The bidder's signature on this proposal is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Industry as one who failed to pay prevailing wages in accordance with the provisions of this Act.

The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64. The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of work, or such portion thereof that relates to the failure to pay prevailing rates of wages.

In such event or under the terms N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation. The Contractor or Subcontractors for this project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages. The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment.

20. FRINGE BENEFIT REQUIREMENTS

The County of Union requires all bidders to comply with N.J.S.A. 2A:170-90.2, regarding fringe benefits. This statute states:

"Failure of employer to pay wages or benefits within time specified; penalty for violation: In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to an agreement made with a collective bargaining agent or with an individual employee which requires the payment of (a) wages or of benefits, or (b) contributions for the support of a fund out of which benefits may be paid, including, without limitation upon the generality of the foregoing, any pension fund, welfare fund or any fund for the support of any program or programs of education or vacation benefits for the employees covered by such agreement, or any fund for the support of any apprenticeship program or programs in any trade, profession or occupation concerned in such agreement, or (c) other payments in connection with the employment of any employee or employees and who knowingly and willfully fails or refuses to make such payments within 30 days after such payments are required by said agreement to be made, or, in case of wages, if the agreement fails to specify the time of payment, then within the time specified for the payment of wages by section 2, P.L. 1965, c.173(C34:11-4.2) is a disorderly person. If such employer is a corporation, the officer or employee responsible for such willful failure or refusal is a disorderly person."

**21. RESOLUTION NO. 1148-98 AND 1167-98 ADOPTED ON SEPTEMBER 24, 1998
BY THE BOARD OF CHOSEN FREEHOLDERS**

In addition to compliance with the New Jersey Prevailing Wage Act, the Contractor shall comply with the requirement as set forth in Resolutions No. 1148-98 and 1167-98 adopted on September 24, 1998 by the Union County Board of Chosen Freeholders.

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

**RESOLUTION NO. 1148-98
DATE: 9/24/98**

WHEREAS, the Public Contract Law of New Jersey that all contractors and subcontractors pay to the workforce on such projects the prevailing wage rates; and

WHEREAS, it has come to the attention of the Board of Chosen Freeholders that workmen have not at all times received such wages; and

WHEREAS, while the Board of Chosen Freeholders is aware that the State of New Jersey is the actual enforcing arm for such requirements, the Board desires to itself on behalf of such workers put in place a procedure, which will further protect the rights of the workers to the payment of accurate and fair wages:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Union; hereby declares that henceforth, as a matter of POLICY;

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1 et seq.

(2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by the contractor in connection with a public work. Further the County shall have the right to demand such proof as necessary to verify said records.

(3) All contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of work.

(4) All public works specifications and contracts shall include a clause that requires all contractors and subcontractors to submit properly executed Worker Notification Acknowledgment forms to the County. These forms will be supplied by the County to all approved contractors and subcontractors; a copy of such form is attached as Appendix A. These forms will provide proof that all workers have been made aware of their rights to receive the prevailing wage for the particular craft or trade for which they are employed.

(5) This resolution shall apply to any projects bid after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

WHEREAS, the County of Union finds that it is essential to the public safety that any and all public works be performed by competent and trained employees of responsible contractors and subcontractors; and

WHEREAS, the State of New Jersey has recognized and provided for training of employees through Apprenticeship Programs licensed by the State of New Jersey; and

WHEREAS, the County of Union has the right and responsibility to determine that all contractors and subcontractors who perform public work be qualified according to consistent and uniformly applied standards; and

WHEREAS, it is important that the County of Union use a contractor and/or subcontractor who acts with responsibility in complying with applicable wage laws:

NOW, THEREFORE, BE IT RESOLVED, that all applicable regulations, bid specifications and rules of the County of Union shall state that:

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1, et seq. Employer contributions for employee benefits pursuant to a then existing bona fide collective bargaining agreement shall be considered an integral part of the wage rate paid by employers of any craft or trade in Union County for the purpose of determining the prevailing wage.

(2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade and actual hourly rate of wages paid to each work man employed by him in connection with a public work. Further, the County shall have the right to demand such proof as is necessary to verify said records.

All Contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of the work.

(3) The bidder, and all contractors and subcontractors must employ the ratio of apprentices to journeymen as set forth by the Commissioner of Labor in determining the Prevailing Wage, or, if no such ration has been established, than at a ratio of one apprentice to every four journeymen.

An apprentice is an individual who, while performing work on a public project, is registered, in good standing, in a n apprenticeship program approved or certified by the Division of Vocational Education in the New Jersey Department of Education or by the Bureau of Apprenticeship and Training in the United States Department of Labor.

A contractor or subcontractor employing one or more apprentices on a public work project shall maintain with its records written evidence that the apprenticeship program while performing work on the project. The contractor or subcontractor shall make all records available for inspection by Union County and by the Commissioner during normal business hours.

Union County and the Commissioner shall have unencumbered access to the access to the employees who are employed on a public project for the purpose of interviewing and determining compliance.

A contractor or subcontractor shall not create job titles and worker classifications that are not consistent with prevailing practices and existing task ratios for a specific building trade's craft for the purpose of circumventing the intent of this resolution.

(4) The bidder, and all contractors and subcontractors must properly classify workers as employees and not as independent contractors, and treat them accordingly for purposes of wages, benefits, workers compensation insurance coverage, unemployment taxes, social security tax and income tax withholding. The criteria identified in the Unemployment Compensation Law at N.J.S.A. 43:21-19(1)(6)(a)(c) and interpreting case law will be used to determine whether a worker is an employee or independent contractor for purposes of this resolution.

(5) The bidder, and all contractors and subcontractors shall comply with the Prevailing Wage Act and its regulations regarding payment of fringe benefits.

(6) Any bidder, contractor or subcontractor who fails to maintain throughout the entire duration of the project full compliance with the foregoing requirements and qualifications shall be subject to one or more of the following sanctions:

- A. Cessation of work.
- B. Removal from project.

- C. Withholding of payment until compliance is obtained.
- D. Damages resulting from efforts taken to correct or sanction for failure to comply, such as costs of delay, or of obtaining new Contractor to complete work.

(7) A general contractor shall be liable for any violations by any subcontractors. The County reserves the right to investigate project sites for any and all possible violations. Contractors who have been determined to be in violation of this Resolution on any project for Union County will be reported to the Commissioner of Labor that debarment proceedings be instituted against the delinquent contractor.

(8) The foregoing qualifications and requirements shall be binding on any and all bidders, contractors and subcontractors who perform work on any public work, as defined in the Prevailing Wage Act, bid by the County of Union without regard to their affiliation, or lack of affiliation, to any labor or construction organization or association, and shall not be deemed to require or mandate the use of employees who are members of unions or any labor organization.

(9) This Resolution shall apply to any projects bids after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

Union labor is preferred on all County work.

The foregoing reference to specific laws will not be deemed to be a limitation of obligation of the Contractor to perform his obligations in full compliance with the provisions and requirements of all federal and state statutes and municipal and county ordinances applicable to the work to be done under the contract. It is agreed and understood that any contracts and/or orders placed as a result of this bid will be governed and construed and the rights and obligations of the parties hereto will be determined in accordance with the laws of the State of New Jersey.

EMPLOYEE NOTIFICATION ACKNOWLEDGEMENT FORM*

Pursuant to N.J.S.A. 34:11-56.25 et seq. as well as N.J.A.C. 12:60 et seq.,

the Contractor, _____, has informed me that I will be
(Name of Contractor)

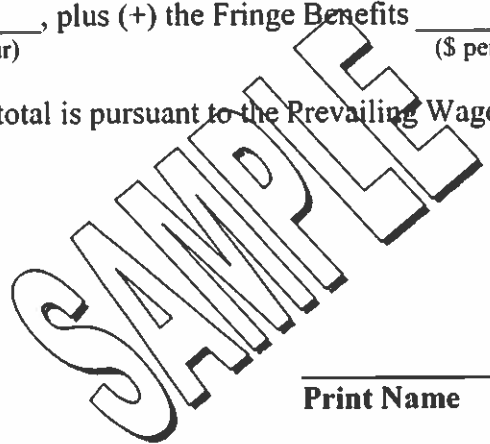
as a _____, on the public project designated as,
(Employee's Job Title)

_____. I further acknowledge that my compensation
(Project Name)

for this job will be _____, plus (+) the Fringe Benefits _____ for a Total Prevailing
(\$ per hour) (\$ per hour)

Wage of _____. This total is pursuant to the Prevailing Wage for Construction Trades in
(\$ per hour)

Union County.



DATE: _____

Print Name

Sign Name

Employer Certification

I hereby certify as to the accuracy of the above information.

DATE: _____

Name of Company Officer

Signature of Company Officer

*This acknowledgment form is a public record that will be kept to determine compliance with N.J.S.A. 34:11-56.25 et seq. Falsification of a public record is a crime. Union County reserves the right to prosecute violators of the Prevailing Wage Act to the fullest extent possible, including, but not limited to, fraud upon a public agency, theft of services, theft of deception, and misrepresentation of public records.

White Copy = Labor Compliance Officer

Yellow = Contractor

Pink = Employee

22. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall at times conduct the work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Commerce shall be observed.

23. UTILITIES

The bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the work. The County will advise contractor of the location of these utilities and structures, but the accuracy and completeness of this information is not guaranteed by the County. The bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor will not proceed with his work until he has made diligent inquiries of all public utility and municipal officials to determine the exact location of all-underground structures and pipes within the site of the work assigned. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers can be obtained from the Division of Facilities Management and their notification and involvement in any work on County locations should be coordinated with the Department. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities in compliance with **New Jersey One-Call**. In excavating in any part of the work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the owner and the County. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final approval of the work by the Director of Facilities Management.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the work as agreed upon with the Department, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the work in order to relocate or protect their facilities and not hinder or delay unnecessarily the work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or the performance of any work in connection with the moving of said structures unless the Contractor is specifically ordered by the County to furnish such materials, equipment, or services.

24. PERMITS

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted work.

25. INSPECTION

The work must be done in accordance with the work procedures agreed upon by the contractor and the Division of Facilities Management, and will be inspected by the Director of the Department. An inspector may be placed upon the work site at any time by the County to see that the instructions of the County are carried out.

26. DAMAGES

The Contractor will be held responsible for all damages that may occur to work, or to persons or property by reason of the nature of the work or from the elements, or by reason of inadequate protection of the work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the work until all suits or claims for damages sustained on, or by reason of, the Contractor will have settled this work.

27. DEFAULT OF CONTRACT

If at any time the work under this contract is abandoned or neglected, or any part thereof is unnecessarily delayed, or if the Contractor will prosecute the work without due diligence, or with an insufficient force to complete the work in the time specified in the opinion of the Director of the Division of Facilities Management, then the Director may declare the Contractor in default, may employ other parties to complete the work, use such material as may have been procured and may procure all other material necessary for the completion of the work called for in this contract. The expense incurred by him in such procedure will be deducted from any moneys due the Contractor. The Contractor or his surety company will pay the amount of the excess to the County on notice from the Director.

28. 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.

29. 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.

30. 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**.

EXHIBIT B

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

CONSTRUCTION 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, up-grading, 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) 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 Division 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 (NJAC 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 business registration of the bidder 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 subcontractor must be provided prior to the award of bid. 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 version provided by the NJ Division of Revenue

Register online at <http://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 NJ Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of a contract shall be cause to reject the bid.

FAILURE of the bidder or any subcontractor named on the bid to be registered prior to the receipt of bids is cause for 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 register and 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.

**Cornerstone Behavioral Health Hospital
Of Union County
40 Watchung Way
Berkeley Heights, NJ**

**Specifications for
Protection Services**

The purpose and intent of this public bid is to obtain a vendor to provide **Protection Services for Cornerstone Behavioral Health Hospital**: one (1) security guard per eight (8) hour shift, two (2) eight (8) hour shifts per day, three hundred sixty-five (365) days a year.

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1.0 DEFINITIONS

- 1.1 **“Site Manager”** shall mean the Contractor designee or any successor, deputy, or substitute, designated by the Contractor to supervise the performance of the contract under this Specification at the site, Cornerstone Behavioral Health Hospital (CBHH)
- 1.2 **“Protection Services”** shall mean the provision of all labor and equipment (see 2.3) required for the furnishing of two (2) security personnel per shift, 2 shifts per 24 hour period every calendar day for the purpose of protecting CBHH East and West Units—6:00 AM- 2:00 PM and 2:00 PM- 10:00 PM
- 1.3 **“Road Supervisor”** shall mean the Contractor’s employee directly responsible for supervising Site Manager and Security Officers at CBHH.
- 1.4 **“HA”** shall mean Hospital Administrator
- 1.5 **“AD”** shall mean Hospital Administrator’s Appointed Designee

2.0 PERFORMANCE/SCOPE OF PROTECTION SERVICES

- 2.1 The Contractor will furnish all labor and equipment required for protection of CBHH patients and premises as designated for a twelve (12) month period with an option for two twelve (12) month extensions.
- 2.2 Contractor agrees to furnish sufficient personnel to promptly provide those Protection Services that may be requested pursuant to this Specification.
- 2.3 The Contractor will furnish sufficient uniformed Security Officers (see 10.0 & 1.2) completely outfitted with in street clothes—not jeans-- specified and agreed to by CBHH and badges identifying them, by first name, as employees of the Contractor to provide such Protection Services, and all equipment necessary for the normal performance of their duties including but not limited to:
 - two-way communication devices
 - flashlight
 - excluding firearms
- 2.4 The Contractor will furnish Protection Service over a 16 hour period per day, 7 days per week. At least once every 72 hours, a Road Supervisor must make an unannounced visit to CBHH in order to:
 - ensure the security officers are alert and properly attired
 - check the general condition of the site
 - correct any deficiencies observed and report those that cannot be corrected immediately
 - sign the CBHH log book
 - perform any other action to insure the integrity of the post at CBHH.
 - see 2.7

- 2.5 The Contractor will perform pre-employment background screening and furnish to CBHH when requested, copies of all interview and pre-hiring data related to the selection and screening of all Security Officers employed or to be employed at CBHH.
- 2.6 The Contractor agrees that the Protection Services called for under this specification shall be duly, promptly and continuously performed by its Security Officers, notwithstanding the existence of a strike or other labor disturbance, by contractors, employees or others, affecting Guarded Locations or premises.
- 2.7 The Contractor will submit reports to CBHH at such times and with such frequency as the Hospital Administrator (HA) or his Appointed Designee (AD) may require. Such reports shall include, but shall not be limited to, conditions noted in the course of the Contractor's observation and operations, and shall contain suggested procedures to correct and/or improve any deficiencies in security and measures to deter or detect criminal activity and/or safety concerns.
- 2.8 Without limiting the responsibility of the Contractor for the proper conduct of the Security Officers and the protection of CBHH, the conduct of the Security Officers is to be governed by a set of guidelines as agreed upon between CBHH and the Contractor, and such other special written instructions applicable to Protection Services as may be issued by CBHH from time to time. (See 11.0)
- 2.9 The Contractor is responsible for the direct supervision of the Security Officers through its Site Manager at CBHH, or other designated Supervisor for CBHH, and such representatives will in turn be available at all reasonable times to report to and confer with the CBHH Management with respect to Protection Services.
- 2.10 The Contractor agrees to give CBHH copies of union contract(s), if applicable. This should be submitted with the bid proposal.
- 2.11. The following minimum standards shall apply to all personnel assigned to the CBHH premises. Deviation from these standards will require written consent from CBH Hospital Administrator or Appointed Designee before personnel are assigned to CBHH.
 1. Two years of Law Enforcement or Military Service – preferred, or 3 years of prior security experience.
 2. Possess a High School Diploma or equivalent
 3. Be in good general physical and mental health with a calm demeanor
 4. Posses binocular vision correctable to 20/30
 5. Able to discriminate standard colors
 6. Ability to stand or walk an entire shift
 7. Ability to climb stairs
 8. Ability to lift and/or carry objects weighing 50 lbs.
 9. Ability to read and write legibly in English
 10. Ability to communicate in English in a calm, clear and concise manner
 11. Pre-employment drug screening. Post employment annual random drug testing shall be performed. Positive test will be cause for termination from CBHH
 12. Pre-employment background check for the past five (5) years
 13. Possession of a current Guard Certification issued by the State of New Jersey
 14. Minimum of 21 years of age
 15. Possession of a valid NJ Drivers License

16. Shall be a United States Citizen

17. TB Testing: New Jersey Department of Health & Senior Services requires that all employees in a health care facility be test annually for TB. To comply with that regulation a PPD (Mantoux Test) shall be required of each employee assigned to CBHH administered prior to starting work at CBHH The test results shall be sent to the AD. If the test is positive a follow-up chest X-ray shall be given and the results sent to CBHH No employee shall be assigned to CBHH who has tested positive for TB and such test confirmed by a chest X-Ray.

Annual required re-tests will be administered by CBHH. Positive test follow-up will be the responsibility of the Contractor.

2.12 Guard(s) on duty shall immediately contact HA or AD via telephone/walkie talkie (cell or land line) to alert them of any fire or other emergency situation 24/7 occurring at CBHH

2.13 Contractor shall sufficiently train each Security Officer and Road Supervisor in the following fields before assignment to CBHH When requested, CBHH will assist in training. Training costs, if any, shall be the responsibility of the contractor. (An example would be items numbered 9, 10, and 11.)

1. Interpersonal communication skills

2. Legal restrictions on arrest, search and seizure

3. Patrol duties and procedures at CBHH as specified by HA/AD. --Rounds to ensure the safety and security of both units.

4. Affectively intervene and respond to all coeds—both grey and blue.

5. Provide additional staff presence on both units.

6 Control, detection and reporting of fires, the use of portable fire equipment.

7 Proper use of radios and other equipment

8 Preparation of reports

9 Liability issues for security officers

10 Patrol techniques

11. CBHH Policies & Procedures

12. CBHH facilities tour (Morse Watchman)

13 Appearance and demeanor

14 Responding to alarms and emergency situations

15. Knowledge of New Jersey Hospital Association color code emergencies

16. Crisis Intervention/Violence Prevention Training for all assigned staff so that same can respond in a therapeutic manner during physical take down/restraint of agitated patients

17 Maintain recertification of crisis training as required.

3.0 INSTRUCTIONS

3.1 Instructions or explanations given by the Hospital Administrator or his Appointed Designee to the Contractor to complete, clarify or give proper effect to these specifications shall be deemed a part of the Specification.

3.2 Deviations shall be in writing.

4.0 INVOICE CERTIFICATION AND VOUCHER PAYMENT

- 4.1 Each invoice should contain a written certification by the Contractor stating that the billed hours are a true representation of paid hours as contained in its payroll system.
- 4.2 Each invoice should be supported by time sheets signed by both the Site Manager and the AD.
- 4.3 Invoices should be on a bi-weekly basis, submitted along with a signed purchase voucher.
- 4.4 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.

5.0 BILLING RATE

- 5.1 The invoice should be a "flat" monthly bill to include all costs for that month except as noted in 5.2
- 5.2 The Contractor shall be reimbursed for overtime only when the HA/AD specifically requests/authorizes such overtime in advance. Saturdays, Sundays, and Holiday time, shall be billed at the straight time rate.
- 5.3 On rare occasions it may be necessary to request an additional security guard or Guards. The HA or DA would make this request of the Contractor and payment will be on an hourly basis, at the contracted rate.

6.0 PERMITS/LICENSES

- 6.1 The Contractor shall obtain and maintain at their own expense any permits or licenses for the conduct of the services to be provided hereunder, including but not limited to licensure by the State of New Jersey as required by New Jersey General Business Law and New Jersey State Police Private Detective License Laws. If the Contractor determines that any direction by HA/AD or any provision of this Specification is at variance with any law, rule, regulation or order governing the provision of such services, the Contractor shall promptly notify the HA/AD in writing.
- 6.2 The Contractor must have been in the security business a minimum of 12 years.
- 6.3 The Contractor must be a licensed security guard company with Uniformed Security services as its **primary** function.

7.0 RSH MANAGEMENT DETERMINATION

- 7.1 CBHH shall in all cases determine the classification, amount, quality, acceptability and fitness of the services, and shall in all cases determine every question which may arise relative to this Specification.

- 7.2 In no case will any controversy or claim be taken as reason or justification for any delay, work stoppage or other interference of whatever nature with the full and prompt compliance with the HA/AD's determination and the continued performance by the Contractor of each and every covenant, agreement and requirement of this specification pending the resolution of any claims.

8.0 LABOR

- 8.1 The HA or AD may order the removal of any employee(s) of the Contractor assigned to perform the Protection Services for conduct which, in the sole opinion of the HA/AD is improper. The Contractor shall also remove from the CBHH premises any of its employees whom the HA/AD, in his/her sole opinion considers undesirable for Protection Services at CBHH premises. Such order shall be obeyed immediately by the Contractor. Such employees shall not be re-assigned to perform Protection Services under this agreement at CBHH
It shall not be necessary for the HA/AD to give any reason when calling upon the Contractor to remove employees from the premises. The Contractor shall replace such Security Officer at no cost or expense to CBHH
- 8.2 The Contractor shall require that its employees shall at all times conform to the Policy and Procedures of CBHH and any other entity having oversight jurisdiction (i.e. Union County Police, Berkeley Heights Police and/or Fire Department).
- 8.3 Officers shall conduct themselves at all times in a manner that is openly helpful, courteous and welcoming towards all residents/patients, staff, vendors, and visitors. When dealing with problem behavior situations including angry and verbally abusive persons, the officer shall maintain and project a calm and courteous attitude. All officers should remember that the person is always welcomed; however, problematic behavior is not welcomed. If such incident occurs during hospital normal business hours the HA or AD should be contacted immediately. If situation occurs in non-business hours the Nurse Supervisor should be contacted. Such incidents shall be included in the shift report.
However, officers shall avoid inappropriate and/or excessive socializing with patients, staff, vendors and other officers while on the premises. Officers shall not read any newspapers, magazines, or view any other type of non-security related materials while on duty. Officers shall not operate electronic devices such as personal cell phones, IPODs, hand-held video games, etc. while on duty.
- 8.5 Officers shall escort contractors, vendors, and other personnel as directed by HA or AD.
- 8.6 Officers shall remain on the CBHH premises for the entire duration of their shifts, Except during lunch and dinner breaks. Both officers may not take breaks at the same time.
- 8.7 Telephone use shall be limited to business requirements only.
Use of personal cell phones at times other than breaks will not be permitted.
- 8.8 Parking will be assigned to the Security Staff by HA/AD.

8.12 Security Office Duties and Responsibilities:

- a. Maintain a log of any authorized persons entering and leaving the premises before or after business hours.
- b. Complete all written shift reports by end of each shift.
- c. Answer radio traffic from other officers as necessary.
- d. Observe the security cameras carefully for potential trouble situations. Respond appropriately.
- e. Monitor and appropriately respond to any security code in the facility.. .
- f. Complete report of any incident which requires intervention of security personnel. This report may be used in any subsequent investigation by the Union County Police. This report shall be on a form provided or approved by CBHH and shall be kept chronologically in a ringed binder in the Security OFFICE

9.0 PERSONNEL IDENTIFICATION

The Contractor shall provide its employees with identification badges showing individual employee's first name and photo and the Contractor's name. Employees shall be required to wear these identification badges at all times when present at CBHH.

Contractor's employees will be issued electronic door access cards (COMPASS System). These cards will remain the property of RSH and will be surrendered upon termination of employment at RSH.

10.0 UNIFORM

Contractor will provide Security Officers with a dress code requirement
All personnel will wear street attire –no jeans. Security Officers shall present a clean and crisp appearance.

11.0 SUPERVISION

The Contractor shall employ and retain, during the performance of protection services a competent Site Manager who shall be responsible for the provision and direction of all labor and the satisfactory and prompt execution of Protection Services. Copies of the Contractor's standard operating procedure manual as well as the specifications specific to CBHH shall be in the possession of the Site Manager at all times. A copy of the Contractor's SOP manual shall also be provided to CBHH. Instructions given to the Contractor Site Manager by the HA/AD shall be considered as having been given to the Contractor and the Site Manager shall have the authority to execute such instructions. In the absence of the Site Manager one of the two guards on duty shall be designated to be in charge. This designation shall be for the purpose of, and responsibility for, decision making in the Site Manager's absence.

12.0 CONTRACTOR NOTIFICATION

- 12.1 All written notices to the Contractor herein provided for shall be sent by certified mail with return receipt requested. Proof of sending same by registered mail shall be sufficient for all purposes.

- 12.2 Contractor should indicate in bid proposal the name, title and address of person to whom such correspondence should be directed. It is understood that such person will be responsible for contract management.

13.0 EMPLOYMENT PRACTICES

The Contractor agrees that the Protection Services covered by this Specification shall be performed by qualified, competent and efficient employees, in strictest conformity with the best industry practices and such standards as may be prescribed by the CBHH. The Contractor further agrees that, upon oral or written request by CBHH the Contractor will remove from performance under this Specification any of its employees who, in the HA/AP's sole discretion, do not work in harmony with the CBHHs employees, engage in improper conduct, are not qualified, or in any way do not conform to the CBHH's requirements.

14.0 ACCESS TO PREMISES

- 14.1 All employees of the Contractor will enter and exit CBHH by the employee entrance. Any employee of the contractor not stationed at CBHH shall sign the sign-in sheet each time said employee of the Contractor is on the premises. Sign-in sheet(s) shall be provided by AD and shall be maintained on the units.

15.0 PRIOR EXPERIENCE

- 15.1 Contractors are required to have experience servicing comparable Behavioral Health Care facilities in NJ. A minimum of two (2) current clients are required – please provide proof of this with your response
- 15.2 Contractor must list five (5) local clients (preferably Union County, must be in State of N.J.) and client contact information. (Two of these 5 should meet the requirements in 15.1) This should include client name, address, contact person (including title) and phone number for contact person.

16.0 SITE VISIT

- 16.1 There will be a site conference on MONTY/DAY at 10:00 am in the Medial Office Suite of cornerstone Behavioral Health Hospital at which time the overall package will be reviewed and all questions will be entertained. This meeting will include, but not be limited to, such topics as a review of duties expected of Contractor, such as
- 16.2 There is a limit of two (2) representatives per bidder to participate in the conference and facility tour. This is the only time bidders will have access to the facility. Questions may be submitted in writing prior to the conference so that such issues can be covered during the meeting. Questions should be sent to the attention of Ms. Tish Isack (tisack@ucnj.org) 908-771-5838

17.0 CONFIDENTIALITY

No Security Personnel shall speak with any media persons regarding CBHH

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.

All personnel assigned to CBHH shall be knowledgeable and aware of Health Insurance Portability and Accountability Act (HIPPA) rules and regulations regarding patient/resident confidentiality.

18.0 ADDITIONAL GUARDS

For bid purposes only, 100 hours of additional guard usage are shown as an estimate in the Bid Form page. We have attempted to accurately reflect a true picture of the approximate amount of additional guard hours that the County anticipates for twelve (12) months. The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

**Bid Form Page
(1 of 2)**

Cornerstone Behavioral Health Hospital

Of Union County

40 Watchung Way
Berkeley Heights, NJ

**Protection Services
2015**

Having carefully read the notice to bidders, specifications and instructions to bidders, the undersigned hereby agrees to provide a **Protection Services** for the County of Union, Cornerstone Behavioral Health Hospital.

Do not alter any lines or language on the bid form page(s). Any alteration or substitution on the bid form page(s) shall render the bid unresponsive and result in the rejection of the bid. Any corrections, cross-outs, or white-outs to the submitted pricing of the bidder must be initialed by the bidder.

Bidder must bid on **all** items or bid will not be accepted. Contract shall be awarded to bidder with the lowest responsible and responsive grand total price inclusive of **all** bid items.

I. Protection Services:

Twelve (12) months x \$ _____ = \$ _____
Monthly Rate Sub Total

II. Additional guards (see 5.4) if required, will not exceed 100 hours during the twelve (12) month contract.

Hourly rate: \$ _____ x $\frac{100 \text{ hrs.}}{\text{Estimated (more or less)}}$ = \$ _____
Sub Total

GRAND TOTAL PRICE \$ _____
(Add items I. and II.) **NOT TO EXCEED**

NAME OF BIDDER: _____

**Bid Form Page
(2 of 2)**

THE PERIOD OF THE CONTRACT SHALL BE FOR (12) TWELVE CONSECUTIVE MONTHS WITH PROVISION FOR (2) TWO (12) TWELVE 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 SUBJECT 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 _____

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

ADDRESS OF BIDDER

TELEPHONE: _____

FAX: _____

EMAIL: _____

BY: _____
SIGNATURE

DATE

PRINT OR TYPE NAME AND TITLE

SIGNATURE
CORPORATE SECRETARY

PRINT NAME AND TITLE
CORPORATE SECRETARY

AFFIX CORPORATE SEAL

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 FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME: TAX REG TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION: 870-887-363/000	SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01	<i>J.P. S. Kelly</i>
FORM BRC(08-01)	<small>This Certificate is not assignable or transferable. It may be immediately employed at other address.</small>

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:	20041004112023633

ATTACH BRC HERE

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.

CONSENT OF SURETY

Rev. 5/13/02

_____ (Hereinafter called Surety), organized and existing under the laws of the State of _____ and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of American, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, herby certifies and agrees that if the contract for which the attached bid is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work or the supplying of certain materials, or both, as more particularly set forth in said bid and described for the purposes of this instrument as a bid for _____ to the **County of Union** and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance and will provide the Contractor with a bond in the full amount of \$10,000.00.

NAME OF INSURANCE COMPANY

ADDRESS _____

SIGNATURE ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: Proof of authority of officers of Surety Company to execute this document must be submitted.

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

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 _____

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 thereto, 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 (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: _____

REFERENCES

Contractor must list five (5) local clients (preferably Union County, must be in State of N.J.) and client contact information. (Two of these should meet the requirements in 15.1). This should include client name, address, contact person (including title) and phone number for contact person.

NAME OF BIDDER: _____

UNIFORM DESCRIPTION

Provide uniform description (see 10.0).

NAME OF BIDDER: _____