



**COUNTY OF UNION**  
*BID SUBMISSION CHECKLIST*  
**HOUSEHOLD HAZARDOUS WASTE PROGRAM**  
BA# 13-2019

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

- \_\_\_\_\_ 1. Bid Form Page(s)
- \_\_\_\_\_ 2. Bidder Signature Page – *follow instructions and fill out completely*
- \_\_\_\_\_ 3. Statement of Ownership Disclosure (2 pages) – *fill out completely*
- \_\_\_\_\_ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- \_\_\_\_\_ 5. Affirmative Action Requirement
- \_\_\_\_\_ 6. Americans with Disabilities Form
- \_\_\_\_\_ 7. Disclosure of Investment Activities in Iran
- \_\_\_\_\_ 8. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- \_\_\_\_\_ 9. Affidavit of Permit & Law Violations
- \_\_\_\_\_ 10. Contractor Qualification Affidavit
- \_\_\_\_\_ 11. Forms and Documents Statement
- \_\_\_\_\_ 12. Addenda Receipt Form – **ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED**

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 her designee on April 16, 2019 at **2:30 p.m.** prevailing time in the **3<sup>rd</sup> Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

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

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3<sup>rd</sup> floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Laura M. Scutari, QPA, Director of Purchasing

## GENERAL SPECIFICATIONS

Revised 4/21/2016  
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 07207 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 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. INVESTMENT ACTIVITIES WITH IRAN**

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

## **13. 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.

## **14. 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.

## **15. 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. PERMITS**

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

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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](http://www.state.nj.us/treasury/contract_compliance))

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

**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 Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

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

Proof of business registration shall be:

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

Register online at [www.nj.gov/treasury/revenue/busregcert.shtml](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 N.J. Certificate of Authority is not acceptable.**

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

### **IN ADDITION:**

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

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

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

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

## SPECIFICATIONS

### THE HOUSEHOLD HAZARDOUS WASTE PROGRAM/WORK INCLUDED:

#### Introduction.

Pursuant to the provisions of the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the County of Union, New Jersey (the "County") has been designated as a Solid Waste Management District and, as such, is charged with the responsibility of adopting and providing for the implementation of a solid waste management plan to manage the disposal and/or recycling of solid waste generated within the geographic boundaries of the County. The County has previously developed the Union County Solid Waste District Management Plan as amended and supplemented from time to time (the "Plan").

A Household Hazardous Waste Program ("HHWP") has been implemented by the County of Union to remove potential contaminants from the municipal waste stream and to maximize recycling of these materials.

The County of Union is issuing this Request for Bids to secure a vendor for the provision of services at up to five (5) HHWP events per calendar year of the contract, although four (4) programs are currently held annually. The County of Union reserves the right to add one (1) additional program as needed with no guarantee of such.

#### The Household Hazardous Waste Program/Work Included.

The objective of the HHWP is to provide an accessible and adequate household special waste collection and disposal service for Union County residents. Public and private schools will also be permitted to participate in the HSWP as more particularly described in the Contract Documents. Data regarding prior HHWP events is set forth in the Technical Specifications of the Contract Documents. The Work to be provided pursuant to the Contract Documents shall include the provision of services necessary and/or required for the operation of up to five (5) HSWP events to be held per calendar year of the contract on dates and at locations throughout the County of Union (the "County") as established by the County of Union, including, without limitation, the collection, packaging, transport and recycling (or disposal) of household special wastes received by the Successful Bidder at such events.

**Bidders should be advised that the County of Union reserves the right, in its sole discretion and option, to provide for the collection of fluorescent lamps, propane tanks and/or other recyclable materials through later implemented and separate recycling programs via other contracted vendor(s). Notwithstanding, the successful bidder must accept and recycle all fluorescent lamps, propane tanks, and/or other recyclable material (within the definition of "acceptable waste" as listed on Table I) brought by HHW participants under this procurement.**

**Bidders should be further advised that to date, the following HHW events have been scheduled for 2019 by the County of Union:**

**Saturday, August 3, Union County Vo-Tech in Scotch Plains; Saturday, October 26 Alcatel-Lucent Technologies in New Providence and in 2020 (ACTUAL DATES TO BE DETERMINED).**

**Saturday, April TBD, Union County Vo-Tech in Scotch Plains;**



**Saturday, June TBD, Union County College, Cranford;**

**The county reserves the right to schedule one additional program if need arises.**

**THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO EXECUTE THE CONTRACT AND PROVIDE THE REQUIRED ADDITIONAL DOCUMENTATION A MINIMUM OF THREE WEEKS PRIOR TO THE AUGUST 3rd EVENT. IN ADDITION, THE SUCCESSFUL BIDDER SHALL, WITHOUT LIMITATION, BE PREPARED TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO OPERATE AND COMPLETE THE COLLECTION EVENT SCHEDULED FOR AUGUST 3, 2019.**

**The Technical Specification provides historical information and estimates concerning the quantity of materials relating to the HHW program.**

**Bidders are advised that said historical information and estimates are provided for informational purposes only and the County of Union makes no representation or guarantee as to the projected or actual quantities, if any, and/or composition of the materials that may be received by the successful bidder during the contract term. Bidders should rely on their own experience and judgment in anticipating the quantities and composition of materials that may be received and the successful bidder must accept the same regardless of the quantity and composition of said materials.**

## ITEMS TO BE BID UPON

**Bidders must submit prices on each and every Item listed in the Proposal Form.** Bidders are advised that the County of Union will consider any bid containing a condition or contingency to be non-responsive and any such bid will be rejected.

### **Information To Be Included With Bid In Addition To Forms Contained In Bid Documents**

1. A technical description of the HHWP Collection Event;
2. A description of staffing for the HHWP, which staffing must be adequate to perform all required services for each HHWP event;
3. Organization Chart for Bidder and any subcontractor;
4. Description of Management and Technical Qualifications and Experience;
5. Description of at least three (3) reference projects of comparable scope;
6. Permits, Approvals and Licenses for Bidder and subcontractors, if any, and EPA ID number;
7. Evidence of Contractor's A-901 Approval.
8. Contractor Qualification Affidavit
9. Affidavit of Permit and Law Violations.
10. List of permanent licensed TSD and Landfill Facilities; copies of disposal site permit and contracts;
11. Health and Safety Plan:
12. Spill Prevention and Contingency Plan:

AS TO ITEMS 1 THROUGH 13 ABOVE, BIDDERS ARE REFERRED TO THE TECHNICAL SPECIFICATION DOCUMENTS, Section 3.2, FOR A DESCRIPTION OF THE REQUIREMENTS RELATING TO SAID SUBMITTALS.

## **BID EVALUATION**

Bidders are to provide an all-inclusive unit price for each and every Item on the Bid Form Page included in the Contract Documents. The Bid Form includes estimated quantities as to the Items listed. **THESE QUANTITIES ARE PROVIDED FOR BID EVALUATION PURPOSES ONLY. THE COUNTY OF UNION MAKES NO REPRESENTATION OR GUARANTEE AS TO THE ACTUAL QUANTITIES, IF ANY, THAT MAY BE REALIZED DURING THE TERM OF THE CONTRACT.** Where applicable, Bidders are to multiply the unit prices bid by the quantities listed on the Bid Form to arrive at the “Extensions” for the Sub-Item.

For purposes of bid evaluation, the lowest Bid shall be determined based upon the “Total Extensions” (i.e. the sum of the Extensions for Items A-1 and A-2), as described in the Scope of Contract and on the Proposal Form. Discrepancies between amounts written in figures and amounts written in words will be resolved in favor of amounts written in words. Notwithstanding the foregoing, discrepancies between the indicated sum of any extension or column of figures (whether in words or figures) and the correct sum thereof will be resolved in favor of the correct sum.

Union County will also consider a bidders environmental compliance and violation history as part of the bid evaluation process.

## SCOPE OF CONTRACT

### **OPERATION OF HOUSEHOLD HAZARDOUS WASTE PROGRAM 2019**

#### General Statement

This Section entitled "Scope of Contract" is intended as an aid to assist Bidders in properly completing the Proposal Section of their Bids. Although the Scope of Contract contains a summary of the Work to be provided, it is not intended to contain a description of all of the Work covered by the Contract Documents. **Bidders are therefore cautioned to review all of the Contract Documents for a description of the Work to be provided prior to submitting their Bids.** Bidders must Bid on all Items included on the Bid Form.

## SCOPE OF CONTRACT

### **OPERATION OF HOUSEHOLD HAZARDOUS WASTE PROGRAM 2019**

**ITEM A:** Under Item A-1, Bidder is to provide the unit price per vehicle to furnish, without limitation, all labor, facilities, equipment and materials necessary and/or required for the operation of the Household Hazardous Waste Program ("HHWP") at various sites within Union County and for the collection, packaging, transport and recycling or disposal of Acceptable Waste received at the HHWP events from residents ("Resident HHWP Cost").

Bidders shall also provide, under Item A-2, the unit price per pound for the provision of the aforesaid services as it relates to Acceptable Waste received at the HHWP events from schools ("School HHWP Cost"). Said Costs shall include all costs and escalation of costs of whatever nature and description relative to and/or which may be incurred in connection with the provision of the aforesaid services during the Contract Term. The County estimates from past experience that at each event a maximum of 1,100 cars and 4,000 pounds of Item A-2 are processed. Therefore the estimates on the Bid Form Page shall represent eight (8) events over the course of the first twenty-four months of the contract. Please note again that the estimates and Grand Total of the contract are not to be construed in any manner as a guarantee particularly the included optional fifth event.

**NOTE:** As to Items A-1 and A-2 set forth on the Bid Form, Bidders are to multiply the indicated unit prices by the quantities listed. The sum of this figure should be stated in the "Extensions" column. After this process is completed, Bidders are to add the "Extensions" for each Item to arrive at a "Total Extensions".

**BIDDERS SHOULD BE FURTHER ADVISED THAT, FOR BID EVALUATION PURPOSES, THE AMOUNT OF THE BID SHALL BE BASED UPON THE "TOTAL EXTENSIONS"(i.e. the Sum of Items A-1 AND A-2).**

## TECHNICAL SPECIFICATIONS

### 1.0 INTRODUCTION

The services of a qualified Contractor are required to furnish, without limitations, all labor, materials and equipment necessary to operate a Household Hazardous Waste Program (HHWP) at various sites in Union County. This procurement is being issued by the County of Union to secure the services of a vendor at up to five (5) HHWP events per calendar year of the contract, although only four (4) events are generally held per year. The County reserves the right to schedule up to one additional program if need arises. **The term of the contract shall be for 24 months, and subject to the right and option of the County, in its sole discretion, to extend the term for one additional 24 month period.**

The work to be provided will include the operation of the HHWP. The Contractor will be required to collect, package, transport and dispose or recycle Hazardous Wastes dropped off by Union County residents and public and private schools at various sites within Union County on up to five (5) separate days per calendar year of the contract. The total number of events under the Contract will not exceed five (5) per year. The County of Union reserves the right, in its sole discretion and option, to conduct less than five (5) events during Contract Term. The site for each event will be provided by the County of Union.

**BIDDERS SHOULD BE ADVISED THAT, TO DATE, THE FOLLOWING EVENTS FOR 2019 HAVE BEEN SCHEDULED BY THE COUNTY OF UNION:**

**Saturday, August 3, 2019**

**Saturday, October 26, 2019**

**AND IN 2020 (DATES TO BE DETERMINED)**

**Saturday, April TBD, 2020**

**Saturday, June TBD, 2020**

**THE SUCCESSFUL BIDDER SHALL, WITHOUT LIMITATION, BE PREPARED TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO OPERATE AND COMPLETE THE HSWP EVENT SCHEDULED FOR AUGUST 3, 2019.**

**It is the County of Union’s intent that wastes collected under the HHWP be recycled to the maximum extent possible.**

**2.0 OPERATION OF HOUSEHOLD HAZARDOUS WASTE PROGRAM**

**2.1 Household Hazardous Waste Program**

**2.1.1 HHWP Objectives**

The objective of the HHWP is to provide accessible, adequate household special waste collection and disposal service for Union County residents. Public and private schools are also permitted to participate in the HSWP as described in 2.1.2.3. The successful bidder shall make its best effort to maximize both the safety and processing speed of the operation while minimizing wait times for the public during the collection events. Failure to do so may result in the termination of the contract.

**2.1.2 HHWP Composition and Quantities**

**2.1.2.1 Acceptable Waste Materials**

Acceptable Waste will include those materials noted in Table 1. Table 1 lists waste materials which must be accepted by the Contractor’s mobile collection unit or equivalent (Acceptable Waste).

**PAINT LEGISLATION NOTE**

**Postconsumer Paint and Other Architectural Coatings**

**Product Stewardship Law Implementation**

If the State of New Jersey enacts and implements a paint product stewardship law requiring paint manufacturers to create, finance and manage an environmentally sound, cost-effective paint stewardship program, including strategies and plans to collect, transport and process postconsumer paint for end-of-life management through reuse, recycling, energy recovery or disposal during the term of the CONTRACT and any extensions thereof, CONTRACTOR shall work in conjunction with such paint stewardship program to accept, collect, transport and process any and all postconsumer paint, stain (both latex and oil-based) and other architectural coatings covered by the product stewardship law **without cost** to the County of Union.

**TABLE 1**  
**ACCEPTABLE HHWP WASTE MATERIALS**

Aerosol Cans<sup>4</sup>  
Antifreeze<sup>1</sup>  
Asbestos Shingles/Tiles/Insulation<sup>3</sup>  
Asphalt Driveway Sealer<sup>2</sup>  
Batteries (Dry Cell<sup>2</sup> and Lead Acid<sup>1</sup>)  
Caustics  
Corrosives & Cleaners  
2-4-5-T Silvex/Dioxin  
Fire Extinguishers<sup>2</sup>  
Flammable Liquids  
Flammable Solids  
(Unbroken) Fluorescent Lamps<sup>1,5</sup>  
Gasoline/Gas & Oil Mixture  
Used Motor Oil<sup>1</sup>  
Used Motor Oils Filters<sup>1</sup>  
Oil-Based Paints & Varnishes  
Oxidizers  
PCB Solids  
Pesticides & Herbicides (RCRA Regulated)  
Poisons  
Pool Chemicals  
Propane Tanks<sup>2</sup>  
School Lab Chemicals (not otherwise stated)<sup>6</sup>  
Solvents & Thinners  
Spackle  
Thermostats<sup>2</sup> and Thermometers<sup>2</sup>  
Transmission Fluid<sup>1</sup>

**NOTES:**

- 1) Denotes items that must be recycled by the Contractor.
- 2) Denotes items that the Contractor must use reasonable efforts to recycle.
- 3) Limited to the equivalent of three 30-gallon trash bags per resident.
- 4) Flammables, paints and pesticides only.
- 5) From residents only.
- 6) From public and private schools only.



In general, only waste materials in their original labeled containers shall be accepted. However, the Contractor may, in its discretion, accept material not in its original container, provided that the program participant can provide information sufficient to ensure proper identification, packaging, manifesting and disposal of the waste material, and the Contractor, either through laboratory analysis or observation, is in its judgment satisfied that the information provided by the program participant is accurate. This decision is entirely at the discretion of the Contractor and shall not result in any liability to the County of Union and/or any County representative(s). The Contractor shall not accept materials that it cannot identify.

Should a participant bring a bulk liquid or solid to an event, acceptance shall first be at the discretion of the County representative (assuming the waste itself is acceptable) and, if it is accepted by the County representative, at the additional discretion of the Contractor. No radioactive materials, compressed gas cylinders (except propane) of unknown content, explosives or unknown materials shall be accepted.

Additional materials may be added to Table 1 at a later time by mutual consent of the County of Union and the Contractor. Please note that rechargeable, button cell and lead acid batteries will be accepted from Union County residents and schools at the collection events.

The following materials shall be Unacceptable Materials under the HHWP:

- . Latex Paint\*
- . Radioactive materials;
- . Compressed gas cylinders of unknown content;
- . Explosive materials;
- . Regulated medical waste (as defined in N.J.A.C. 7:26-3a, et seq.);
- . Experimental pesticides which have not received EPA approval;
- . Any unknown, unidentifiable materials;
- . Empty containers of any kind;
- . Wastes from business and regulated generators;
- . Putrescible materials

**\*unless Paint Stewardship Law is passed & implemented**

**The contractor will provide two (2) collection containers (roll-offs) at each event for the collection of non-hazardous and non-regulated solid wastes which are incidental to the Acceptable Waste received from program participants.** The Contractor shall be responsible for the disposal and/or recycling of these materials. The Contractor shall take reasonable efforts to ensure that only non-hazardous and non-regulated wastes (and no Acceptable Waste) are deposited in these containers. The Contractor shall also take reasonable efforts to return all packaging utilized by program participants to bring wastes to an event to such participants. It is the

responsibility of the Contractor to line all roll-off containers used during the event and to tarp all roll-off containers after the cleanup is completed so as to prevent any seepage to the ground. Remediation required as a result of any seepage will be the responsibility of the Contractor. ALL collected materials must be removed from the site by 6:00 PM the day of the event. The containers for non-hazardous and non-regulated solid waste can remain until 6:00 AM the Monday following the event ONLY if permission is granted by the County of Union.

#### **2.1.2.2 Spent Fluorescent Lamps**

The Contractor shall provide for the collection, handling, packaging, transportation, and recycling of whole, intact spent fluorescent lamps brought to HHWP events by residents. Schools will not be allowed to bring spent fluorescent lamps to HHWP events. Broken or crushed lamps shall not be accepted by the Contractor. Sizes of spent lamps should be anticipated to range from 12 inches in length to 8 foot long tubes and may also include circular lamps.

No guarantee as to the quantity anticipated under the Contract is made herein. The Contractor shall use its own judgment and discretion in determining what quantity to anticipate and shall accept whatever quantity is actually delivered.

The Contractor shall be required to provide containers or other secure packaging necessary and/or required to collect and deliver whole, intact spent fluorescent lamps to recycling firms. The Contractor must recycle at least 95% of all spent fluorescent lamps brought to the HHWP, regardless of whether such effort results in a positive or negative financial return to the Contractor.

Bidders should be advised that nothing herein shall prevent the County from continuing or expanding a separate collection program for spent fluorescent and other mercury containing lamps.

#### **2.1.2.3 School Special Waste Disposal Services**

The Contractor shall provide for the collection, handling, packaging, transportation and recycling and/or disposal of Acceptable Waste generated by Union County's public and private schools. Acceptable Waste shall include all materials described in Section 2.1.2.1., with the exception of spent fluorescent lamps which shall not be accepted from schools. To accommodate the receipt of Acceptable Waste brought by schools, it may become necessary to extend the duration of a HHWP event. The County will notify the Contractor if this action is needed and the Contractor shall cooperate with the County to accommodate an extension. All school participants shall be pre-registered and their waste shall be subject to the applicable requirements detailed in Section 2.0.

#### 2.1.2.4 Historic HHWP Waste Quantities

Table 2 provides the results of Union County’s one-day collection events from 2017-18. Note that five (5) events were held in 2017.

**TABLE 2**

The HHWP quantities and composition of materials are not guaranteed. They are merely provided for purposes of informing the Contractor as to the past experiences of the County. The Contractor shall rely on his own experience and judgment in anticipating the quantities of Acceptable Waste to be received and shall accept and process all Acceptable Waste received regardless of quantity and composition.

<b>Dates 2017</b>	<b>PARTICIPANTS</b>	<b>Location</b>	<b>Lbs.</b>
April 22, 2017	710	Union County Vo-Tech, Scotch Plains	33,800
May 7, 2017	294	Springfield Pool, Springfield	26,150
June 10, 2017	709	Union County College, Cranford	32,550
August 5, 2017	654	Union County Vo-Tech, Scotch Plains	34,450
October 28, 2017	687	Lucent Technologies, New Providence	42,600
<b>2017 Totals:</b>	<b>3,054</b>		<b>219,550</b>

<b>Dates 2018</b>	<b>PARTICIPANTS</b>	<b>Location</b>	<b>Lbs.</b>
April 14, 2018	595	Nokia	32,000
June 9, 2018	817	Union County College, Cranford	31,900
August 4, 2018	563	Union County Vo-Tech, Scotch Plains	30,725
October 27, 2018	685	Lucent Technologies, New Providence	26,300
<b>2018 Totals:</b>	<b>2,660</b>		<b>130,925</b>

#### PAINT LEGISLATION NOTE

If the State of New Jersey enacts and implements a Paint Product Stewardship Law requiring paint manufacturers to create, finance and manage an environmentally sound, cost-effective paint stewardship program, including strategies and plans to collect, transport and process postconsumer paint for end-of-life management through reuse, recycling, energy recovery or disposal during the term of the CONTRACT and any extensions thereof, CONTRACTOR shall work in conjunction with such paint stewardship program to accept, collect, transport and process any and all postconsumer paint, stain (both latex and oil-based) and other architectural coatings covered by the product stewardship law **without cost** to the County of Union.

### **2.1.2.5 Minimum and Maximum Quantities**

The Proposal Section of the Bid Document contains estimated quantities. These estimated quantities are for purposes of bid evaluation only and are not a guarantee that any quantity shall be provided under the Contract. The Contractor shall use its own experience and judgment in projecting how much waste material should be anticipated. However, for purposes of meeting the requirements of N.J.A.C. 5:34-4.1(b) relative to open-ended contracts, the minimum amount of vehicles under the Contract shall be zero (0) vehicles and the maximum shall be 8,400 vehicles as to resident HHWP participants per the 24 month contract period and the minimum amount of Acceptable Waste as to school HHWP participants per year shall be zero (0) pounds and the maximum shall be four thousand (4,000) pounds. The minimum number of events that will be scheduled under the Contract during the Contract Term shall be zero (0) events and the maximum shall be ten (10) events.

### **2.1.3 Collection Requirements**

#### **2.1.3.1 General**

A schedule of collection events will be developed by the County of Union. Up to five (5) events may be scheduled by the County during each calendar year of the Contract Term. The County will be responsible for arranging for adequate space and parking for the Contractor's employees. The successful bidder shall be responsible to provide all receptacles, containers, drums and labels.

The services to be performed by the successful bidder shall include but are not limited to the full and thorough operation of each collection event, which includes meeting all local, state, federal, and OSHA regulations, and the receiving, consolidating, loading, transporting and disposal of household hazardous waste generated from each collection event. Once HHW is accepted, the successful bidder assumes ownership of the material.

The event site shall be policed for any litter by the Contractor during and upon completion of an event. All litter shall be properly disposed by the Contractor. The event site shall be returned by the Contractor to its original condition upon completion of an event.

Although the County of Union reserves the right to have a County representative(s) at the HSWP events, the Contractor shall be responsible for performing all activities at each HHWP event, including, without limitation, directing the queuing of vehicles at the HHWP event and greeting HHWP participants.

#### **2.1.3.2 Days and Hours of Operation**

The Contractor shall service each HHWP collection event as scheduled by the County of Union. Generally, the HHWP collection events shall be held on a Saturday between the hours of 8:00a.m. to 2:00 p.m., with six (6) hours allowed for drop off time (school lab waste drop offs will be scheduled during the first hour). The date and location of each event will be determined by the County.

The County also reserves the right, in its sole discretion, to extend the hours of an event to accommodate residential participants.

All operations at a HHWP event site shall be fully completed within the day of the event. Equipment, tools and other materials of the Contractor shall not be set up or brought to a HHWP event site prior to the day of an event, without the permission of the County. **All materials, including equipment, waste materials and recyclables, shall be removed off-site by 6:00 p.m. on the day of the event.** The containers for non-hazardous and non-regulated solid waste can remain until 6:00 AM the Monday following the event ONLY if permission is granted by county representative.

Scheduled HHWP events shall continue during all weather conditions unless the County of Union directs the Contractor to cease operations. If, in the opinion of the Contractor, weather conditions are not favorable for operation, the Contractor shall contact the County and may request permission to cease operations. Operations for a scheduled HHWP collection event shall not cease unless the County grants the request of the Contractor. If operations cease as a result of inclement weather conditions, the County shall make a reasonable attempt to reschedule the event.

### **2.1.3.3 Material Storage, Transport and Disposal and/or Recycling**

The Contractor shall be responsible for the storage, packaging, transport, recycling and disposal of Acceptable Waste. The Contractor may contract the hauling, recycling and disposal of collected materials to licensed qualified subcontractors. If the Contractor proposes to subcontract hauling, recycling and/or disposal services, details identifying the proposed subcontractor as well as the subcontractor's role and qualifications (including, without limitations, copies of permits demonstrating that the subcontractor is properly permitted for the activity to be performed) shall be included with the Bid. In addition, the Contractor shall submit with its Bid a plan for the storage, hauling and disposal of materials collected at HSWP events.

Any portion of the Acceptable Waste which is not recycled, which needs to be disposed of and has become classified as hazardous under Subtitle C of RCRA and/or N.J.A.C. 7:26-1, et. seq. shall be transported by the Contractor to and disposed at a licensed permanent Treatment, Storage and Disposal (TSD) Facility. These wastes shall be manifested pursuant to all applicable Federal and State laws and regulations. **The Household Hazardous Waste Exemption will not, under any circumstances, be applied to the treatment or disposal of Union County's waste materials.** All waste materials must be disposed of in compliance with all RCRA requirements applicable to the waste code that would apply to the waste material if it were generated by a fully-regulated Large-Quantity Generator of Hazardous Waste. In no event shall these materials be transferred from a licensed hazardous waste facility to a non-hazardous waste facility for treatment, storage, or disposal. The County of Union shall be provided with copies of completed manifests prior to the Contractor leaving the HHWP event site.

All non-hazardous waste material shall be managed on a bill of lading and the successful bidder shall be responsible for signing the bill of lading forms as the generator.

The Contractor shall provide certified weigh scales at an HHWP event site, which shall be utilized by the Contractor for the weighing of materials brought by schools. The Contractor shall also

provide, at an HHWP event site, a suitable number of empty drums and lab packs for the packaging of Acceptable Waste to be received from schools during that day's HHWP event. The County of Union will provide information on the registration of any schools and any anticipated wastes from these schools. The Contractor, however, shall be solely responsible for determining the number of drums and lab packs needed to service the Acceptable Waste to be brought by schools registered for a HHWP event. Both the empty and full weight of any drum and/or lab pack for schools shall be computed by the Contractor and provided to the County and the schools.

The Contractor shall be paid for the HHWP services as it relates to HHWP participants, **except schools**, based upon the unit price per vehicle set forth in the Contractor's Bid. The Contractor shall be paid for the HHWP services as it relates to schools based upon the unit price per pound set forth in the Contractor's Bid.

Upon the award of the bid the Contractor shall include a list of licensed TSD facilities that will take waste generated under the Contract from the Contractor and shall also furnish copies of disposal site permits, and any specific approvals necessary for the disposal and/or recycling of HHWP materials. Appropriate contracts or agreements between the licensed disposal and/or recycling sites and the Contractor shall be furnished to the County.

#### **2.1.3.4 Spill Prevention and Contingency Plan**

If awarded the bid, the Contractor shall provide a Spill Prevention and Contingency Plan. This plan shall, at a minimum, meet all requirements of applicable Federal, State, local regulatory agencies and governmental bodies and shall include response, notification, cleanup and disposal procedures to be implemented by the Contractor.

The Contractor shall provide adequate blockage of all sewer drains and waterways at the HHWP site to prevent potential contamination of water systems. In addition, the Contractor shall provide an impervious liner with adequate containment against potential spills for the area in which any sampling, bulking or packaging of waste occurs. In inclement weather, this lined containment area shall also be covered by a tent or canopy to protect the area from the elements. The driving of stakes or other anchorage devices into the ground shall not be allowed. The Contractor shall, at its sole cost and expense, be responsible for the repair or the cost of repair of any damage caused to the HHWP site as a result of the Contractor's operations.

#### **2.1.3.5 Health and Safety Plan**

If awarded the bid, a Health and Safety Plan shall be provided indicating the firm's hazard communication policy, safe work practices, personal protective equipment, medical surveillance, respiratory protection plan, training protocols, emergency response procedures, site specific safety procedures and the names and qualifications of designated supervisory personnel for the firm's plan. The Contractor shall be solely responsible for the health and safety of its employees, its subcontractor's employees, as well as the health and safety of all HHWP participants and County of Union representative(s) in attendance at a HHWP event.

### **2.1.3.6 Recordkeeping and Reporting**

Within thirty (30) days after each event, the Contractor shall provide a report along with invoicing to the County of Union. The report shall detail activities including, but not limited to, the number of participants; the quantity and type of each waste accepted; the quantity and type of each waste recycled; the quantity and type of each waste disposed; the location of all recycling and ultimate disposal sites; the quantity and type of waste disposed at each site; any spills which may have occurred; the quantity and description of Unacceptable Wastes handled; and the reclassification of any waste and its quantity. Quantities shall be reported in pounds with the exception of fluorescent lamps, which shall be reported in linear feet. Copies of Certificates of Disposal, Destruction, Recycling and any manifests shall be promptly provided to the County of Union for all wastes managed by the Contractor.

### **2.1.4 Permits, Licenses and Approvals**

The Contractor shall be solely responsible for obtaining and maintaining, at its sole cost and expense, all federal, state and local permits, licenses and approvals required to undertake the work under the Contract, including, without limitation, the collection, handling, packaging, transportation, recycling and disposal of materials received by Contractor at a HHWP event. The Contractor shall utilize employees (or subcontractors) trained in the identification of hazardous and acutely hazardous wastes. At its sole cost and expense, the Contractor shall also be responsible for obtaining an EPA ID number for each HHWP event site as well as any other required site specific permits and approvals. The Contractor shall be responsible for assuring that its subcontractors, and all disposal or recycling facilities and sites, are properly permitted for the activity to be performed and shall provide copies of all permits for itself and its subcontractors at the time of Bid submission.

## **3.0 CONTRACTOR QUALIFICATIONS AND SUBMITTAL REQUIREMENTS**

### **3.1 Contractor Qualifications**

In addition to qualifications stated elsewhere in the Technical Specification or the Contract, the Contractor shall be thoroughly familiar with industry-accepted practices for collecting, packaging, transporting, recycling and disposing of household special wastes. The Contractor must also be familiar with the NJDEP, New Jersey and Federal Departments of Transportation, Environmental Protection Agency (EPA), State and local requirements and Applicable Laws relating to the work under the Contract, including, without limitation, requirements for proper labeling, packaging, and segregation techniques that will meet the requirements of the disposal facility and assure acceptance of the waste at the site. Prospective bidders with experience conducting HHW events along with references shall be considered in the review process. The successful bidder shall comply with all Federal, State and Local laws, regulations and ordinances pertaining to this activity

### **3.2 Materials to be Submitted with Bids**

In addition to the Proposal Forms and other requirements listed in the Contract Documents, Bidders shall submit the following technical information with its Bid:

Contractor Qualification Affidavit - - A copy of the Affidavit provided with the Bid Documents shall be executed by the Contractor and submitted with its Bid.

A Technical Description of the HHWP Mobile Collection Unit or equivalent - A brief technical description of the HHWP one day collection event and its setup procedures, operations (including waste processing) and cleanup shall be provided.

**Staffing for the HHWP** - A full description of staffing for the operation of the HHWP events, including, without limitation, the collection, transport and disposal of HHWP wastes shall be provided. This staffing must be adequate to perform all required services at each HHWP event including the ability to offload a minimum of 200 cars per hour.

The successful bidder shall have present during each collection event the following personnel:

1. A supervisor responsible for overall logistics of the event including site set-up, safety and site clean-up.
2. At least one (1) chemist or technician trained and certified in accordance with 29 Code of Federal Regulations Part 1910.120 (Occupational Safety and Health Hazardous Waste Operations and Emergency Response Training).
3. Between six (6) and eight (8) properly trained personnel and a sufficient number of carts to unload HHW material from incoming vehicles. This number must take into account staging of carts during the event.
4. Between twelve (12) and fifteen (15) properly trained personnel to identify, segregate, sort, package, load and remove HHW material from the site.
5. All personnel unloading vehicles shall be familiar with the EXCLUDED and INCLUDED waste lists. A County representative shall be consulted prior to turning away any questionable item.

Organizational Chart - An organizational chart for the Contractor and any Subcontractors shall be provided. The organizational chart shall clearly note the chain of command and shall include names and titles coinciding with the “Staffing” section above. The organizational charts shall also clearly note the role, if any, of Subcontractors that the Contractor will utilize.

Management and Technical Qualifications and Experience - The Contractor shall provide a brief overview of the firm’s management and technical qualifications and experience with its bid.



Unacceptable Waste Handling Plan - A plan for handling Unacceptable Waste under the HHWP shall be submitted as described in 2.1.4.3 herein.

Permits, Approvals and Licenses for Contractor and Subcontractors (if any) and EPA ID number - Copies of all required Permits, Approvals, Licenses, Registrations or the like, held by all facilities to be utilized, the Contractor and Subcontractors, shall be submitted with the Bid, including, without limitation copies of the Contractor's (or sub-contractor's) Hazardous Waste and Solid Waste Transporter Licenses from the NJDEP. The Contractor shall also furnish, with its Bid, its EPA identification number. Appropriate contracts or agreements between the licensed disposal and/or recycling sites and the Contractor and/or the Contractor's subcontractor(s) shall be furnished to the County.

A list of at least three reference projects of comparable scope - The Contractor shall provide a description of at least 3 reference projects, preferably in New Jersey, where the Contractor provided service on projects of comparable size and scope. The description shall be limited to one page in length for each project and shall include the following information:

- Location of project (City, State, County)
- Project commencement and completion dates
- Contract fee
- Size of project (ton per year)
- Scope of service
- Contact person (name, address, phone number)

List of permanent, licensed TSD and landfill facilities - - The Bid shall include a list of permanent, licensed TSD facilities, for the approval of the County, at which the Contractor shall dispose of waste under the Contract. Any changes to this list shall require the approval of the County. For each facility, the Contractor shall provide a mailing address, telephone number and list of applicable permits and approvals held for the disposal of waste materials hereunder.

A Spill Prevention and Contingency Plan\* (if awarded Bid) - The Bid shall include a Spill Prevention and Contingency Plan for the work required in the Contract.

Evidence of the Contractor's and Subcontractor's (if any)

A-901 Approval - The Contractor shall submit evidence of its and its sub-contractor's, if any, A-901 approval from the State of New Jersey with its Bid.

Affidavit of Permit and Law Violations - Bids shall include an executed copy of the Affidavit of Permit and Law Violations. A copy of this form is included in the Bid Document.

**Bid Form Page**

Page 1 of 2

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE **HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES** FOR THE BUREAU OF RECYCLING AND PLANNING OF THE COUNTY OF UNION IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

**ITEM A: OPERATION OF HSWP**

**Estimated Quantity x Unit Price x 2 Years = Subtotal**

**A-1 Resident HHWP Cost (Price per Vehicle):**

4,200 Vehicles x \$ \_\_\_\_\_ per Vehicle x 2 years = \$ \_\_\_\_\_  
(more or less)

**A-2 School HHWP Cost (Price per Pound):**

**Estimated Quantity x Unit Price x 2 Years = Subtotal**

4,000 Pounds X \$ \_\_\_\_\_ per Pound x 2 years = \$ \_\_\_\_\_  
(more or less)

**GRAND TOTAL:**

**(Sum of Subtotals for Items A-1 and A-2)** \$ \_\_\_\_\_  
**(NOT TO EXCEED)**

**Postconsumer Paint and Other Architectural Coatings Product Stewardship Law Implementation**

I have read and agree to the requirements under Section 2.1.2: Paint and Stain Product Stewardship. In the event NJ adopts and implements a paint product stewardship law during the term of this contract and any subsequent extensions:

Yes \_\_\_\_\_ No \_\_\_\_\_ **AUTHORIZED INITIAL(S)** \_\_\_\_\_

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

THE PERIOD OF THE CONTRACT SHALL BE FOR TWENTY-FOUR (24) CONSECUTIVE MONTHS WITH PROVISION FOR ONE (1) TWENTY-FOUR (24) MONTH EXTENSION SUBJECT TO THE FOLLOWING LIMITATIONS: THE EXTENSION CONTRACT SHALL BE AWARDED BY RESOLUTION OF THE GOVERNING BODY (WITHIN 60 DAYS PRIOR TO THE EXPIRATION DATE) UPON A FINDING BY THE GOVERNING BODY THAT THE SERVICES ARE BEING PERFORMED IN AN EFFECTIVE AND EFFICIENT MANNER.

NJSA 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 EXTENSION 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 RENEWED. THE INDEX RATE IS PROMULGATED BI-ANNUALLY BY THE STATE OF NEW JERSEY, DIVISION OF LOCAL GOVERNMENT SERVICES AND IS BASED ON THE ANNUAL PERCENT INCREASE IN THE IMPLICIT PRICE DEFLECTOR FOR STATE AND LOCAL GOVERNMENT SERVICES, COMPUTED QUARTERLY BY THE US DEPT. 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 NJSA 40A: 11-15.

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

**BIDDER SIGNATURE PAGE**

Rev. 3/27/12

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

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
SIGNATURE  
CORPORATE SECRETARY

\_\_\_\_\_  
ADDRESS OF BIDDER  
\_\_\_\_\_

\_\_\_\_\_  
PRINT NAME AND TITLE  
CORPORATE SECRETARY

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**AFFIX CORPORATE SEAL**

\_\_\_\_\_  
PRINT OR TYPE NAME AND TITLE

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

# **BUSINESS REGISTRATION** **Mandatory Requirement**


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

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

Proof of business registration shall be:

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



 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	20041014112613533

ATTACH BRC HERE

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)                       Limited Liability Company (LLC)
- Partnership    Limited Partnership                       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *County of Union* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *County of Union* to notify the *County of Union* in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *County of Union* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**NON-COLLUSION AFFIDAVIT**

Rev. 1/22/93

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_ (N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

\_\_\_\_\_  
Sign Name Here

(Original signature only; stamped  
signature not accepted)

Subscribed and sworn to before  
Me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public of the State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

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

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

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

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



**AFFIRMATIVE ACTION REQUIREMENT**

Rev. 6/29/93

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

**A. Procurement, Professional & Service Contracts**

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

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

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

\_\_\_\_\_  
Print or type FIRM NAME here

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

\_\_\_\_\_  
Print or type NAME and TITLE here

\_\_\_\_\_  
Print or type DATE

**AMERICANS WITH DISABILITIES ACT**

## EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the **County of Union** (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name \_\_\_\_\_ (Please print or type)

Signature \_\_\_\_\_ Date \_\_\_\_\_

COUNTY OF UNION NEW JERSEY  
Division of Purchasing  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: \_\_\_\_\_ Vendor/Bidder: \_\_\_\_\_

**PART 1**

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

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 neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation 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 party.

**CHECK THE APPROPRIATE BOX**

A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

**OR**

B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information 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 ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: \_\_\_\_\_  
RELATIONSHIP TO VENDOR/BIDDER: \_\_\_\_\_  
DESCRIPTION OF ACTIVITIES: \_\_\_\_\_  
DURATION OF ENGAGEMENT: \_\_\_\_\_  
ANTICIPATED CESSATION DATE: \_\_\_\_\_  
VENDOR/BIDDER CONTACT NAME: \_\_\_\_\_  
VENDOR/BIDDER CONTACT PHONE#: \_\_\_\_\_

*Attach Additional Sheets If Necessary*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**AFFIDAVIT OF PERMIT AND LAW VIOLATIONS**

**COUNTY OF UNION  
UNION COUNTY, NEW JERSEY**

**OPERATION OF HOUSEHOLD HAZARDOUS WASTE PROGRAM**

I certify on this \_\_\_ day of \_\_\_\_\_, 2019 that the statements contained in this Affidavit and any attached information are true and correct and represent a fair and accurate response. I am aware that the submission of false and/or inaccurate information will be grounds for rejection of the Bid. I am further aware that the County of Union relies upon the truth of the statements herein contained in awarding the Contract.

\_\_\_\_\_  
NAME OF BIDDER

(SIGNATURE OF PRESIDENT OR  
OTHER DULY AUTHORIZED  
REPRESENTATIVE)

\_\_\_\_\_

\_\_\_\_\_

(PRINT NAME AND TITLE AND  
AFFIX CORPORATE SEAL)

\_\_\_\_\_  
BIDDER'S ADDRESS

\_\_\_\_\_

Sworn and Subscribed before me  
this \_\_\_ day of \_\_\_\_\_, 2019

.

\_\_\_\_\_  
(PRINT NAME AND TITLE)

**CONTRACTOR QUALIFICATION AFFIDAVIT**

**COUNTY OF UNION  
UNION COUNTY, NEW JERSEY**

**OPERATION OF HOUSEHOLD HAZARDOUS WASTE PROGRAM**

STATE OF NEW JERSEY :  
 : SS  
COUNTY OF \_\_\_\_\_ :

I, \_\_\_\_\_, of the City of \_\_\_\_\_, in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being duly sworn according to my oath depose and say that:

Bidder now has and shall maintain in effect for the period ending December 31, 2021 the following:

- A. A valid EPA identification Number for transportation, treatment, storage and disposal of hazardous and acutely hazardous wastes;
- B. A valid license from the State of New Jersey, Department of Environmental Protection ("NJDEP"), to collect, transport, treat, store and dispose of hazardous and acutely hazardous wastes;
- C. NJDEP Transporter's Registration Statement and evidence of A901 approval; and
- D. Properly registered vehicles to be used by the Contractor to transport wastes from the site.

I certify on this \_\_\_\_ day of \_\_\_\_\_, 2019 that the statements contained in this Affidavit are true and correct and represent a fair and accurate response. I am aware that the submission of false and/or inaccurate information will be grounds for rejection of the Bid. I am further aware that the County of Union relies upon the truth of the statements herein contained in awarding the Contract.

\_\_\_\_\_

NAME OF BIDDER

(SIGNATURE OF PRESIDENT OR  
OTHER DULY AUTHORIZED  
REPRESENTATIVE)

\_\_\_\_\_

(L.S.)

BIDDER'S ADDRESS

(PRINT NAME AND TITLE AND  
AFFIX CORPORATE SEAL)

Sworn and Subscribed before me

\_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_

(PRINT NAME AND TITLE)

Forms and Documents Statement

I have read bid specifications and supplied all other forms and documents required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

COUNTY OF UNION  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

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

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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