



# COUNTY OF UNION

## BID SUBMISSION CHECKLIST

STRAW

BA# 44-2022

- \_\_\_\_\_ 1. Bid Form Page(s)
- \_\_\_\_\_ 2. Bidder Signature Page – *follow instructions and fill out completely*
- \_\_\_\_\_ 3. Statement of Ownership Disclosure (2 pages)
- \_\_\_\_\_ 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 Form
- \_\_\_\_\_ 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. Byrd Anti-Lobbying Amendment Certification
- \_\_\_\_\_ 10. Certificate Regarding Lobbying
- \_\_\_\_\_ 11. Disclosure of Lobbying Activities (LLL Form)
- \_\_\_\_\_ 12. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

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

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

# COUNTY OF UNION

## 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 December 13, 2022, 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:

### **2 – STRAW      BA# 44-2022**

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 10/18/2021  
Commodities

## 1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 on the date and time and in the room noted on the sheet marked "Notice to Bidders".

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

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

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

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

Alternate bids will not be accepted unless specifically requested.

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

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

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

## 2. BID AND PERFORMANCE GUARANTEE

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

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

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

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

### **3. QUALIFICATION OF BIDDERS**

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

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

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

### **4. RESERVATIONS**

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union, New Jersey.

### **5. AWARD AND EXECUTION OF CONTRACTS**

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within 60 days; except that the bids of any bidders who consent thereto **MAY**, at the request of the County be held for consideration for such longer periods as may be agreed.

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

### **6. BRAND NAMES**

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

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

### **7. PATENT CLAIMS**

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

## **8. PREFERENCE FOR DOMESTIC PRODUCTS**

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

## **9. INSURANCE REQUIREMENTS**

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

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Union, its Board of County Commissioners, 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 County Commissioners, officers, employees, agents, servants is to be included in those policies of insurance where permitted by law.

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

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

## **10. INDEMNIFICATION REQUIREMENTS**

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

## **11. NON-DISCRIMINATION**

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38, et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant 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.

## **12. AMERICANS WITH DISABILITIES ACT OF 1990**

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

### **13. INVESTMENT ACTIVITIES WITH IRAN**

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

### **14. AFFIRMATIVE ACTION REQUIREMENT**

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

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

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

### **15. TERMINATION OF CONTRACT**

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

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

### **16. RIGHT TO KNOW ACT**

The provisions of N.J.S.A. 34:5A-1 *et seq.* and N.J.A.C 5:89-5 *et seq.*, which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

### **17. FEDERAL TERMS**

#### **TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS/PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS.**

The provisions set forth below apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

- 1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## 2. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 3. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 4. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal



opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 5. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### 6. COPELAND ANTI-KICKBACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## 9. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contracts and subgrants of amounts in excess of \$150,000, must comply with the following:

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## 12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## 13. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in

instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

#### 14. TERMINATION FOR CONVENIENCE PROVISION

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

#### 15. BONDING REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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; or  
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://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 Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## **BUSINESS REGISTRATION CERTIFICATE**

Pursuant to N.J.S.A. 52:32-44, the County of Union (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **Emergency Purchases or Contracts**

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

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 609-292-9292.

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

- If possible, please submit all required proof of registration with the initial bid submission. Failure to submit proof of registration of the Proposer or any subcontractor named on the bid could delay the awarding of the bid, or result in the bid being rejected later. This is a non-waivable defect. This applies to construction bids, as well as non-construction bids.

## **SPECIFICATIONS**

The purpose and intent of this public bid is to obtain a vendor to furnish and deliver Straw to the County of Union as per the following specifications. Contract period will be for twenty-four (24) consecutive months.

1. The straw will be suitable for use as bedding for riding horses, and will be equal to U.S. Grade No. 1 Straw as defined in the U.S. Department of Agriculture's Handbook of Official Hay and Straw Standards, latest revision and will be furnished in 2-wire or string bound bales. Straw will be bright and clean.
2. The contractor will furnish, deliver and place in the shed of the Watchung Stable, Summit Lane, Mountainside, New Jersey straw in such quantities and at such times as may be required during the period of the contract and within 72 hours (Sundays and legal holidays excluded) after receipt of written or telephoned order from the Department of Parks & Recreation. A 7-1/2 ton load every twenty (20) days is normal delivery schedule.

A typical delivery can be between 550-710 bales per delivery, 3-4 times a month. The hay shed is located behind the barn. No elevator is needed. No help is provided. It is the job of the vendor to unload and stack neatly in the provided area.

**DELIVERY F.O.B. DESTINATION:**

WATCHUNG STABLES

SUMMIT LANE

MOUNTAINSIDE, NJ 07092

Att: Rachel Bechtold, Stable Manager (908) 789-3665

3. Deliveries will be made between 8:00 a.m. and 3:00 p.m. and none will be made on Sundays or legal holidays. New Jersey weight certificates, signed and sealed by licensed weigher will be furnished by the contractor at the time of delivery for each load as proof of net weight of straw delivered. Contractor will also supply at the time of delivery a slip in duplicate showing the total number of bales delivered, which slip will be signed by the stable manager or his representative and notations made as to the number, if any, of bales rejected. The copy of this slip together with the weight slips will be used to substantiate payment of invoice.
4. The stable manager or his designated representative will be the sole judge of the acceptability of the straw and his acceptance will be secured before any straw is placed in the shed.
5. Mold or any foreign objects found in the straw at the time of delivery or a reasonable time thereafter will be cause for rejection. Rejected bales will be set aside and the contractor notified as soon as practicable. Rejected bales may be replaced with satisfactory straw by the dealer at no additional cost by or at the next delivery if within the contract period. If replacement can not be made within the contract period, a deduction will be made from payment due the contractor equal to the value of the weight of the rejected bales based on average bale weight of the delivery.
6. If the number of rejected bales is 10% or more of the total bales delivered, the entire load may be rejected by the stable manager, and the contractor will be notified to reload and remove the defective load and to replace it within twenty-four (24) hours by an acceptable delivery.

7. Payment to Vendor is to be made within forty-five (45) days after the receipt of Vendor's invoice and a signed County voucher attesting to the delivery of the goods and services by some officer or duly designated employee of the using County entity and after approval of the appropriate Department Head. The Vendor will prepare invoices and will submit them to Margie Alvarez, Accounts Payable, Department of Parks & Recreation, Administration Building, Elizabeth, NJ 07207, (908) 527-4907.

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

## 8. ESTIMATE OF TONS

ESTIMATE FOR 24 months of contract: 500 tons

The County does not and will not warrant or guarantee the amount of tons to be supplied/required in any given day, week, month or year or in the aggregate pursuant to any contractual agreement awarded under these bid specifications. Nothing contained in any of the bid documents will be construed to guarantee or warrant any amount of tons. The tons set forth herein constitute estimates of future needs and may not be indicative of the actual tons to be supplied in the future.

Nothing herein will entitle the successful bidder to any claim to a ton price increase for lost profits or for any other compensation whatsoever in the event that the actual tons supplied/required under this agreement are more or less than the estimated tonnage.

## 9. OPEN ENDED CONTRACT

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID FOR EACH ITEM SHALL BE ZERO (0) AND THE MAXIMUM SHALL BE 500 TONS.



**BID FORM**

(Page 1 of 1)

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS THE UNDERSIGNED HEREBY AGREES TO FURNISH AND DELIVER STRAW FOR THE DEPARTMENT OF PARKS & RECREATION IN ACCORDANCE WITH THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

$$\begin{array}{r} \$ \\ \hline \end{array} \begin{array}{c} \text{X} \\ \end{array} \begin{array}{r} \underline{500 \text{ TONS}} \\ \text{(MORE OR LESS)} \end{array} = \begin{array}{r} \$ \\ \hline \end{array} \begin{array}{c} \text{GRAND TOTAL (NOT TO EXCEED)} \end{array}$$

**DELIVERY F.O.B. DESTINATION:**

WATCHUNG STABLES  
SUMMIT LANE  
MOUNTAINSIDE, NJ 07092  
ATT: RACHEL BECHTOLD, STABLE MANAGER (908) 789-3665

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

**BIDDER SIGNATURE PAGE**

Rev. 9/20/05

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
DATE

**AFFIX CORPORATE SEAL**

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

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

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

Pursuant to N.J.S.A. 52:32-44, the County of Union (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

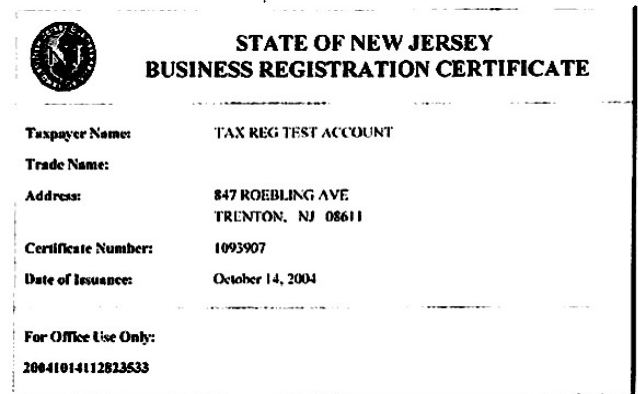
Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

Proof of registration 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



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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

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



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

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

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**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.

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**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*

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**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

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BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION  
(To be submitted with each bid, proposal or offer exceeding \$100,000)

The undersigned, [Company] \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

\_\_\_\_\_  
Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

**DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

N/A – My agency does not engage in any lobbying activities

<b>1. Type of Federal Action:</b>  <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b>  <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	<b>3. Report Type:</b>  <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i>  Congressional District, <i>if known:</i>	<b>5. If Reporting Entity in NO.4 is a Subawardee, enter Name and Address of Prim:</b>   Congressional District, <i>if known:</i>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CDFA NUMBER, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (las name, first name, MI):</i>	
<b>11.</b> Information request through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone NO.:</b> _____ <b>Date:</b> _____	

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
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## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. A) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

<p>According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimated or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-10046), Washington, DC 20503.</p>
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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: \_\_\_\_\_