



## COUNTY OF UNION

### BID SUBMISSION CHECKLIST

#### BA# 61-2013 CONCESSION: ADVERTISING ON UNION COUNTY PARATRANSIT SYSTEM (REBID)

- \_\_\_\_\_ 1. Bid Form Page(s)
- \_\_\_\_\_ 2. Bidder Signature Page – *follow instructions and fill out completely*
- \_\_\_\_\_ 3. Stockholder Disclosure Certification (2 pages) – *fill out completely and notarize*
- \_\_\_\_\_ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- \_\_\_\_\_ 5. Americans with Disabilities Form
- \_\_\_\_\_ 6. 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
- \_\_\_\_\_ 7. Experience Statement
- \_\_\_\_\_ 8. Annual Affidavit of Compliance with NJ Transit’s Code of Ethics for Vendors and State of New Jersey Ethics Law Form
- \_\_\_\_\_ 9. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

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

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

# COUNTY OF UNION

## Invitation to Bid

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

### **ADVERTISING ON UNION COUNTY PARATRANSIT SYSTEM (REBID) BA# 61-2013**

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

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

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

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

**UNION COUNTY BOARD  
OF CHOSEN FREEHOLDERS**

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*We're Connected to You!*

## GENERAL SPECIFICATIONS

### **1. RECEIPT OF BIDS**

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

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 "Invitation to Bid" 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.

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 should 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 should 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 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 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.

### **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**

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

1. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$1,000,000.00 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with respect to work emanating from the Contract with the County. This insurance will include the following:
  - a. Personal Injury Liability

- b. Blanket Contractual Liability applies to assumption of liability under any written Contract
  - a. Coverage for A, X, C, U exposures, relating to excavation, blasting, underground damage
  - d. Broad Form Property Damage Liability
  - e. Products and/or Completed Operations Liability
2. Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.
3. Automobile Liability Insurance in any amount of not less than \$500,000.00 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made in the policy.

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

### **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 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.

### **10. NON-DISCRIMINATION**

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

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

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

### **12. ROYALTIES AND PATENTS**

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

### **13. CONTRACTOR'S EMPLOYEES**

The Contractor must employ only suitable and competent labor in the work, and must remove from the work any incompetent, unsuitable, or disorderly person upon complaint from the County. There will be no discrimination against any employee who is employed in the work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex. Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

### **14. PREFERENCE FOR DOMESTIC PRODUCTS**

Only manufactured products of the United States, whenever available, shall be used in connection with this

undertaking, pursuant to N.J.S.A. 40A:11-18 of the Revised statutes of the State of New Jersey.

#### **15. 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.

#### **16. 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.

#### **17. PERMITS**

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

#### **18. 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.

#### **19. 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 Department of Operations & Facilities, 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.

## 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 CCPs.

If subcontractors are named on the CCP, 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 CCPs.

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 CCP is considered a **MANDATORY REJECTION** of CCPs (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction CCPs.

#### **IN ADDITION:**

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the CCP 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.

## DETAIL SPECIFICATIONS

### D 1.0 INTENT

The County of Union requests the services of experienced transit advertising firm to develop and maintain exterior advertising on designated vehicles used for the Union County Paratransit System ("UCPS"), for the purpose of maximizing revenues from national, regional and local sources. The UCPS is funded primarily by grant sources, including funding from the Federal Transit Administration (FTA) and grant funding called "Senior Citizen and Disabled Resident Transportation Assistance Program (SCDRTAP). New Jersey Transit is the administrator of both FTA and SCDRTAP funds to the County of Union. Any revenue received through advertising on vehicles used in JARC services will be put back into transportation services.

The Union County Paratransit System (UCPS) transports elderly and disabled residents for the purpose of medical, mental health, employment, education, nutrition, shopping and recreation. UCPS also operates two shuttle services, one on Route 22 that runs 362 days a year used predominately for employment purposes and second shuttle that runs from the Rahway train station to Blue Star shopping center in Watchung Monday through Friday.

The County intends to receive a percentage of the revenue based on the dollar amount received by advertisers. The County believes this can be achieved by aggressive sale of space made available to the bidder and selling that space at market rates that significantly add to the revenue returned to both the bidder and the County.

The Union County Department of Human Services, operator of UCPS, is seeking responses from qualified transit advertising sales organizations to maximize revenue from advertising media to be placed on the exterior of its community transit vehicles.

Union County is the third most densely populated county in New Jersey with a population of 531,957 within 103 square miles. The Union County Paratransit System operates a fleet of 52 vehicles that log over 50,000 miles of revenue service monthly. **The Union County Paratransit System is funded by a variety of sources, including but not limited to, Federal Transit Administration (FTA) funding and Senior Citizen and Disabled Resident Transportation Assistance Program (SCDRTAP) funding; both grants are administered by NJ Transit to the County of Union. The vendor selected pursuant to these specifications must execute all necessary FTA certifications. Insofar as the County may award a multiyear contract, the vendor must execute these FTA certifications annually for the duration of the contract.**

The bids will be evaluated on their ability to maximize advertising gross revenue for the County and to meet the advertising content and aesthetic requirements set forth in these specifications. The County will review bids from qualified firms in order to award a contract which best serves the needs of the County.

Any questions regarding the bid can be emailed to [ucbids@ucnj.org](mailto:ucbids@ucnj.org) or faxed to the Division of Purchasing, clearly marked with the BID # and BID NAME, at (908) 558-2548. If necessary, the Purchasing Director will then issue a clarification.

### D 2.0 DESCRIPTION OF SERVICE

The County grants the successful bidder the exclusive right to design, develop, sell, install and maintain the various types of advertising signs, displays and materials on and upon the vehicles owned and operated by the County. The primary location will be on the side and rear of the exterior of vehicles as specified in Schedule A. Other spaces and wraps will be authorized by the County at its sole discretion.

### D 3.0 INSTALLATION OF EXTERIOR VEHICLE ADVERTISING AND INVENTORY

The installation and the change out of advertising displays is the sole responsibility of the successful bidder. The successful bidder shall assume all costs attributable to damage resulting from their activities. The successful bidder agrees to assume all expenses associated with the installation and maintenance of advertising space on the County vehicles. The County will incur no expenses or liability whatsoever for the activities of the successful bidder employees while on county property. The successful bidder shall hold the county harmless from any claims resulting from injuries to its employees while installing or maintaining advertising materials on county property.



### D 3.1 REQUIRED ADVERTISING MATERIALS

The County wishes to maximize the use of direct application materials on the exterior of its vehicles. The vinyl that will be allowed for use must be removable Transit Self-Adhering Vinyl 4 mil. Short term application 3M or equal.

### D 3.2 PAYMENT

During the term of this contract and by the 15<sup>th</sup> day of each three (3) month period (each a "Calendar Quarter" as more specifically stated in the resulting contract), the successful bidder agrees to pay to the County of Union an amount of at least 60% of the proposed percentage of the actual gross revenue received during the preceding calendar quarter.

Within thirty (30) days following the last business day of each calendar quarter of the contract year (as more specifically stated in the resulting contract), the successful bidder's company shall furnish the County with a quarterly schedule of gross revenues, prepared by an officer of the successful bidder attesting to the fair representation of the gross revenue for such quarter and on the basis specified within the bid.

### D 3.3 CONTRACT PERIOD

The Contract shall commence ten (10) business days from the Date of Award for a period of twenty-four (24) consecutive months with provisions for one (1) twenty-four (24) month extension.

### D 3.4 ADVERTISING GUIDELINES

All advertising displayed on the vehicles shall conform to the Advertising Standards for New Jersey Transit, N.J.A.C. 16:86-1 et seq. The contractor shall consult with the County on any advertisement to be placed on UCPS vehicles prior to such placement. The county shall be the sole judge of whether an advertisement will be posted.

## SCHEDULE A

### UNION COUNTY PARATRANSIT SYSTEM

Service Area: Union County

Population: 536,499

Unduplicated Passengers: 2,500

Annual One-way Passenger Trips: 200,000

Total Fleet: 52 vehicles (One Caravan vehicle)

Vehicles Available for Advertising : 47\*

<b>Vehicle type/Passenger Capacity</b> vehicle)	<b>Quantity</b> (driver door to rear of	<b>Exterior Length</b>
10 passenger Minibus	24	11 ft.
11 passenger van	1	11 ft.
12 passenger van	3	
13 passenger van	1	
14 passenger van	8	13 ft.
15 passenger van	7	13 ft.
18 passenger van	2	14 ft.
20 passenger van	5	14 ft.
<b>TOTAL</b>	<b>51</b>	

\* At any given time the number of vehicles on the road may be more or less than number stated above as a result of routing, scheduling, repair or replacement.

## **IMPORTANT NOTICE TO ALL SUBRECIPIENTS, VENDORS AND CONSULTANTS**

### **ELDERLY AND PERSONS WITH DISABILITIES FORMULA PROJECTS (49 U.S.C. §5310) JOB ACCESS AND REVERSE COMMUTE GRANT (Section 3037 of TEA-21, 49 U.S.C. §5309) NONURBANIZED AREAS FORMULA PROJECT (49 U.S.C. §5311) URBANIZED AREA FORMULA PROJECT (Cumberland County) (49 U.S.C. §5307)**

NJ Transit is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ Transit Board of Directors, are public servants. NJ Transit, its employees and officers are governed by a number of civil and criminal laws, which control how NJ Transit and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, NJSA 52:13D-12; the Gifts to Public Servants Law, NJSA 2C:27-6; and the Compensation for Past Official Behavior Law, NJSA 2C:27-4. These provisions contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ Transit employee or officer from any person, company or entity doing business – or wanting to do business – with NJ Transit. Concomitantly, NJ Transit's own Code of Ethics and code of Ethics for Vendors, prohibits NJ Transit employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ Transit employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs and lodging. Simply put, a "gift" is anything of value.

Do not, under any circumstance, tempt or put a NJ Transit employee in an awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ Transit is simple: Offer nothing and give nothing to any NJ Transit employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ Transit.

**ANNUAL AFFIDAVIT OF COMPLIANCE WITH  
NJ TRANSIT'S CODE OF ETHICS FOR VENDORS  
AND  
STATE OF NEW JERSEY ETHICS LAW**

I, \_\_\_\_\_ (*Name of Individual*), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:

1. I warrant and affirm that the Subrecipient has received a copy of NJ Transit's Code of Vendor Ethics and that I have read and studied this document and distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document. In addition, I further warrant and affirm that the Subrecipient has received from NJ Transit a document entitled "Important Notice to All Subrecipients and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that the Subrecipient has distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document.
2. The Subrecipient warrants and affirms that it has issued written instructions to all of the Subrecipient's personnel doing business with NJ Transit instructing and requiring same to strictly adhere to the Subrecipient's responsibilities as set forth in NJ Transit's Code of Vendor Ethics and in the "Important Notice to all Subrecipients and Consultants."
3. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ Transit's board of Directors, officer or employee of NJ Transit, except as Subrecipient has heretofore disclosed to NJ Transit.
4. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit, the Subrecipient has not and will not make any offers of employment to any NJ Transit officer or employee directly involved with this contract of solicit or interview therefore, directly or indirectly, without first seeking and obtaining written approval from NJ Transit's Ethics Liaison Officer.
5. The Subrecipient warrants and affirms that it has promptly reported in writing to NJ Transit, and, that in the future, it shall so report to NJ Transit every instance that comes except as Subrecipient has heretofore disclosed to NJ Transit., to the Subrecipient's attention and knowledge regarding any member of NJ Transit's Board of Directors, officer or employee of NJ Transit who has, during the term of the contract between NJ Transit and the Subrecipient, solicited or asked Subrecipient to provide gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Subrecipient
6. The Subrecipient acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ Transit shall have the discretion and legal right to terminate the contract between the Subrecipient and NJ Transit without any fee, cost, assessment, liability or penalty of any kind.

\_\_\_\_\_  
**(Print Name of Subrecipient)**

\_\_\_\_\_  
**(Signature of Authorized Principal or Officer)**

\_\_\_\_\_  
**(Print Name and Title of Signator)**

**Sworn to and Subscribed to before me, this \_\_\_ day of \_\_\_\_\_, 20\_\_.**

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE **ADVERTISING ON THE UNION COUNTY PARATRANSIT SYSTEM** IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PERCENTAGE</u>
1	PERCENTAGE OF GROSS ADVERTISING REVENUE GENERATED FROM THE SALE OF ADVERTISING	_____ %

***Please Note: In the best interest of the County NO PERCENTAGE LOWER THAN 40% shall be accepted.***

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 PERCENTAGE INCREASE IN THE IMPLICIT PRICE DEFLECTOR FOR STATE AND LOCAL GOVERNMENT SERVICES, COMPUTED QUARTERLY BY THE US DEPT. OF COMMERCE BUREAU OF ECONOMIC ANALYSIS.

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

BIDDER SIGNATURE PAGE

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**

**STOCKHOLDER DISCLOSURE CERTIFICATION**

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

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

*CHECK ONE*

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

**OR**

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

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

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

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |  |  |

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

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

**BUSINESS ADDRESS:**

---

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

---

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

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

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

**STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)**

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

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

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

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

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

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)



NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

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

SS:

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

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

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

NAME OF CONTRACTOR

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

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

**(Original signature only; stamped  
signature not accepted)**

\_\_\_\_\_  
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.

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

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

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

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

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

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

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

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

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

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

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

Proof of business registration shall be:

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME: TAX REG TEST ACCOUNT  
TAXPAYER IDENTIFICATION: 970-007-002/000  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
EFFECTIVE DATE: 09/14/04

TRADE NAME: CLIENT REGISTRATION  
SEQUENCE NUMBER: 090700  
ISSUANCE DATE: 07/14/04

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 90  
TRENTON, NJ 08646

*John S. Kelly*  
Acting Director

This Certificate is NOT assignable or transferable. It must be accompanied by receipt of state taxes.

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:  
2004101411282533

ATTACH BRC HERE

EXPERIENCE STATEMENT

The vendor must submit with their bid an experience statement naming clients presently under contract with a similar concession along with the names and phone numbers of the main contact person of each reference.

REFERENCES  
(To be submitted with bid)

1. Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

2. Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

3. Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

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

COUNTY OF UNION  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

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

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

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

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

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

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

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

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