



COUNTY OF BERGEN
DEPARTMENT OF ADMINISTRATION AND FINANCE
DIVISION OF PURCHASING
One Bergen County Plaza – 3RD Floor – Hackensack, NJ 07601-7076
(201) 336-7100 FAX (201) 336-7105

BID-16-07.1
Advertise Date: 2/12/16
Opening Date: 3/10/16
Time: 11:00 AM
Room: 331

James J. Tedesco III
County Executive

Gerald T. Reiner Jr., CCPO, QPA
Purchasing Agent

NOTICE TO BIDDERS

Sealed Bids will be received by the County of Bergen acting as the lead agency for #CK04-Bergen and #11BECCP cooperative pricing systems, on Thursday, March 10, 2016 at 11:00 am prevailing time in the Purchasing Division, One Bergen County Plaza, 3rd Floor, Hackensack NJ 07601 at which time and place Proposals will be opened and read in public for:

BID-#16-07.1 PLUMBING SUPPLIES – CATALOG (COOP)

(CONTRACT PERIOD: One (1) Initial Twelve (12) month period, with one (1) Twelve (12) month option period)

Proposals must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and "BID TITLE, NAME & CONTRACT #" on the outside, addressed to Gerald T Reiner Jr., Purchasing Agent, at the address above.

The County of Bergen requests that you submit all pages of the response on a CD in addition to the original and 2 (two) printed copies. If a spreadsheet is requested it can be included on the same CD in a separate file in excel format.

Specifications and instructions to bidders may be obtained at the Purchasing Office or through the County website at www.co.bergen.nj.us or by fax to 201-336-7105.

All Bid Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

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

Gerald T Reiner Jr, CCPO, QPA

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Questions by prospective bidders concerning this bid may be addressed to **JOSEPH PONTICORVO, in writing via fax at 201-336-7105 or via e-mail to jponticorvo@co.bergen.nj.us**. Please note the aforementioned contact is authorized only to direct the attention of prospective bidders to various portions of the contract so that they may read and interpret each portions for themselves. NO employee of the County of Bergen is authorized to give interpretations of any portion of this bid or to give information as to the requirements for the bid in addition to that already contained in the bid.

Interpretations of the bid or additional information as to its requirements, when necessary, shall be communicated to bidders ONLY by written addendum issued by the Purchasing Agent of the County of Bergen.

**COUNTY OF BERGEN
GENERAL INSTRUCTIONS**

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope:
 - I. Addressed to the Purchasing Agent.
 - II. Bearing the name and address of the bidder on the outside.
 - III. Clearly marked "BID" with the name of the item(s) being bid. Provide one (1) Original & one (1) copy of the bid.
 - IV. The County of Bergen is requesting that vendors submit all pages of the response on a CD in addition to the printed copies.
- C. It is the bidders responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. The County reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. Multiple Bids Not Accepted – More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2. BID SECURITY

The following provisions, if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents.

A. ☐ **BID GUARANTEE**

- I. Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County of Bergen.
- II. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the County.
- III. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.
- IV. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

B. ☐ **CONSENT OF SURETY**

- I. Bidder shall submit with the bid Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to statute.

- II. Failure to submit this shall be cause for rejection of the bid.

C. ☐ **PERFORMANCE BOND**

- I. Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

3. QUOTATIONS, BIDS AND FORMS

- A. The County of Bergen is exempt from any local, state or federal sales, use or excise tax. Bergen County will not pay service charges such as interest and late fees. The Federal Employer's identification for the County of Bergen is IRS #22-600-2426-W
- B. The County of Bergen or any of its office and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications. The County is rated by:
 - I. Standard & Poor's Ratings Group: AAA
 - II. Moody's Investors Services: Aaa
 - III. Dun and Bradstreet
- C. Bids must be signed in ink by the bidders; all quotations shall be made with a typewriter or pen and ink. Any quotations showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- D. Failure to sign and give all information in the bid may result in the bid being rejected.
- E. Estimated Quantities (Open-End Contracts, Purchase as needed) – The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*
- F. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contractor (FOB destination, freight prepaid) and placement as designated by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- G. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.
- H. All forms shall be completed and attached to the bid proposal

4. INTERPERATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be propyl reported in writing to the Purchasing Agent. In the even the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation must be received at least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract

documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final.

- D. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- E. In the even that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the even there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing Statutes.
- B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The County reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The contractor shall hold and save harmless the County, its officers, agents, servants, and employees, from the liability of any nature and kind for on account of the use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

6. AWARD OF BID

- A. The County reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the County to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The County further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the County. Without limiting the generality of the foregoing, the County reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the County may then, at its option, accept the bid of the next lowest responsible bidder.

- E. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel this contract.
- F. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.
- G. In the case of default by the bidder or contractor, the County of Bergen may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.

7. ☐ **NEW JERSEY PREVAILING WAGE ACT (When Applicable)**

- A. Pursuant to NJSA 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJAC 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

8. ☐ **THE PUBLIC WORKS CONTRACTORS REGISTRATION ACT**

- A. NJSA 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.
- B. Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (NJSA 34:11-56.25 et seq.). It applies to contractors based in New Jersey or in another state.
- C. The law defines "public works projects" as contract for "public work" as defined in the Prevailing Wage statute (NJSA 34:11-56.25(5)). The term means:
 - I. "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
 - II. "Public Work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
 - III. "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

- D. To register, a contractor must provide the State Department of labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssc/lspubcon.html. NJSA 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

9. NON-COLLUSION AFFIDAVIT

- A. The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

10. NON-DISCRIMINATION

- A. There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE

- A. No firm may be issued a contract unless they comply with the EEO/AFFIRMATIVE ACTION REGULATIONS of PL 1975, c.127, as amended from time to time, and the AMERICANS WITH DISABILITIES ACT.
- B. Procurement, Professional and Service Contracts
- I. ALL successful vendors must submit prior to an award of the contract one of the following:
1. A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
 2. A photocopy of their State Certificate of Employee Information Report, or
 3. A photocopy of completed Affirmative Action Employee Information Report; AA302 – Available online at www.state.nj.us/treasury/contract_compliance
- C. Construction Contracts
- I. All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-available online at www.state.nj.us/treasury/contract_compliance for any contract award that meets or exceeds the bidding threshold.

12. NEW JERSEY RIGHT TO KNOW (NJRTK)

- A. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (NJAC 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the US Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication.

13. STATEMENT OF CORPORATE OWNERSHIP

- A. In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

14. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC

- A. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

15. INSURANCE AND INDEMNIFICATION

- A. If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.
- B. The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss occurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.
- C. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

D. INSURANCE REQUIREMENTS

- I. Workers Compensation and Employer's Liability Insurance
1. Worker's Compensations Insurance in the statutory limits including Employer's Liability in an amount no less than \$500,000.00
- II. General Liability Insurance
1. General liability insurance in an amount not less than \$1,000,000.00 combined single limit including broad form comprehensive general liability endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The County of Bergen shall be included as an additional insured.
- III. Automobile Liability Insurance

1. Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 in an amount no less than \$1,000,000.00 combined single limit covering owned, hired, and non-owned autos, and shall include provisions for thirty (30) days written notice to the County of cancellation and/or modifications of such policies, except for non-payment which would be ten (10) days, and the contractor/vendor shall provide the Office of County Counsel with certificates of insurance evidencing such policies and provisions.

E. CERTIFICATES OF THE REQUIRED INSURANCE ☒ YES ☐ NO

- I. Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.
 - II. Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.
- F. Indemnification**
- I. Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.
 - II. Bergen County will not accept Mutual Limitation of Liability terms.
- G. All policies maintained shall name the County of Bergen as an additional insured and shall provide for thirty (30) days written notice to the County of cancellation and/or modifications of such policies, except for non-payment which would be ten (10) days, and the contractor/vendor shall provide the Office of County Counsel with certificates of insurance evidencing such policies and provisions.**
- H. All insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.**
- I. Bidders lacking such coverage must have the attached "Consent of Insurance" form fully executed and returned with this bid as proof that such coverage will be in place at the time of signing of the contract. Evidence of actual insurance coverage must be by way of a policy which shall be submitted to the office of County Counsel with the return of the signed contract.**

16. PAYMENT

- A. Payment will be made after a properly executed County voucher has been received and formally approved on the voucher list by the Board of Chosen Freeholders at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

17. TERMINATION

- A. **DEFAULT** - Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the County. The County may terminate the contract upon 30 days' written notice to the Contractor. The County shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- B. **UNCONDITIONAL TERMINATION FOR CONVENIENCE** - The County may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the contractor.

- C. *TERMINATION FOR DEFAULT* - If the Contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the County has determined the Contractor has failed to remedy the problem after being forewarned.
- D. *TERMINATION BY THE COUNTY* - If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.

18. INDEMINIFICATION

- A. The Contractor agrees to indemnify and save harmless the County, its officers, agents and employees, hereinafter referred to as indemnittees, from all suits, including attorney's' fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnittees shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

19. ADDITIONS / DELETIONS OF SERVICE

- A. The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

20. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

21. Bidders shall not write in margins or alter the official content or requirements of the County bid documents.

22. SPECIFICATIONS

- A. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

23. OWNERSHIP OF MATERIAL

- A. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

- B. Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

24. AMENDMENTS TO NJSA 2C:21-33 et. Seq. "TRUTH IN CONTRACTING"

- A. New provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

25. NJ BUSINESS REGISTRATION PROGRAM

- A. Certificate required pursuant to C57, PL2004. Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

26. "PAY TO PLAY" NOTICE OF DISCLOSURE REQUIREMENT – PL 2005, Chapter 271, Section 3 Reporting (NJSA 19:44A – 20.27)

- A. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- B. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- C. At minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
- D. If you have any questions please contact ELEC at: 1-888-313-ELEC(3532) or 609-292-8700

**27. County of Bergen Disclosure for Political Contribution Disclosure Forms
IE "Sunshine Form" and "Revue 2"**

- A. This form needs to be filled out regardless of the contract's total dollar value
- B. No vendor is exempt from filling out this form
- C. Failure to fill this form out may delay award of the contract or could eliminate your bid or proposal from being considered
- D. BOTH THE SUNSHINE FORM AND THE REVUE 2 FORM MUST BE COMPLETED IN THEIR ENTIRETY IN SECTION A, SIGNED AND DATED IN SECTION A, SIGNED AND DATED IN SECTION D (IF APPLICABLE) AND ON THE SECOND PAGE OF EACH FORM (IF APPLICABLE).

28. NON-ALLOCATION OF FUNDING TERMINATION

- A. Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services.

- B. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

29. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

- A. Public funds may be used to pay only for goods delivered or services rendered. Bergen County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

30. FIRM FIXED CONTRACT

- A. This is a firm fixed contract, prices firm, FOB County locations. No price escalation. The vendor shall void the contract and permit the County to solicit open market pricing should any price increase or surcharge be imposed.

31. W-9

- A. Successful bidder/respondent shall complete W-9 Form and submit to purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

32. HIPPA (If Applicable)

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPPA") as maybe amended from time to time, and the corresponding HIPPA regulations for the confidentiality and security of medical information.
- B. The Contractor shall:
 - I. Not use or disclose protected health information other than as permitted or required by law.
 - II. Use appropriate safeguards to protect the confidentiality of the information.
 - III. Report any use or disclosure not permitted.
- C. The contractor, by execution of the contract, shall thereby indemnify and hold the County harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPPA) or any other statute or case law protecting the privacy of persons using its services.

33. PUBLIC EMERGENCY

- A. In the event of a Public Emergency declared at the Local, State or Federal Level, if the County opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the County may solicit the goods and/or services from any bidder on this contract.

34. SOURCE OF SPECIFICATIONS / BID PACKAGES

- A. Official County bid packages for routine goods and services are available by request from www.co.bergen.nj.us at no cost to the vendor. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The County is not responsible for third party supplied specifications.

35. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

- A. P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

36. BIDS FOR THE PURCHASE OF TEXTILES AND ITEMS OF APPAREL

- A. In accordance with Resolution No. 830 of the Bergen County Board of Chosen Freeholders adopted June 3rd, 1998 the following terms and conditions shall apply to all bids for the purchase of textiles and items of apparel:
 - I. Disclosure of all subcontractors and sites. Each bidder shall set forth in its bid response the name and address of each subcontractor to be used in the provision of goods or services which are the subject of this bid. Additionally, each bidder shall set forth in its bid the name and address of all locations, including subcontractor locations, substantially involved in the production of the goods or services which are the subject of this bid. Such information shall be considered public information.
 - II. Certificate of Compliance. Bidders shall certify that each location, including subcontractor locations, substantially involved in the producing or distribution of such goods meet the following standards:
 - 1. Compensations. Wage and benefit levels must be sufficient to meet basic needs and provide some discretionary income for a family of 4 (a "living wage") For employment within the United States, this shall mean wages of at least \$7.00 per hour in 1997 dollars, along with affordable family health benefits and company-paid pension benefits typical of responsible employers.
 - 2. Rights. The company respects workers' rights to speak up about working conditions without fear of retaliation, and to form unions of their own choosing without employer resistance. Due process and just cause procedures are used for discipline or discharge. The company complies with all laws, regulations, and ILO standards governing the workplace. The company does not use child labor, forced labor, or corporal punishment. The company does not discriminate in hiring, promotion, or compensations on the basis of race, national origin, religion, sexual preference, union affiliation or political affiliation.
 - 3. Safety and Health. The company provides a safe and healthy work environment
 - III. Correction and remediation of violations; proof of compliance. The County may, at its discretion, require correction and remediation of violations of the standards listed above prior to renewing commerce with the contractor. The County may require further proof of compliance with the aforementioned standards. Upon the County's request, the contractor or subcontractor shall make all relevant records available to the County or its designee.

37. REGISTERED COOPERATIVE PRICING SYSTEM #CK04-BERGEN and # 11BECCP ☒ YES ☐ NO

- A. The County of Bergen, acting as the Lead Agency, manages a Voluntary Cooperative Pricing System membership with various municipalities, quasi- municipal agencies, public and regional school districts and quasi-county agencies.
- B. The County of Bergen is obtaining prices for items to be ordered by the County for its own needs and directly by other participants (a cooperative pricing system).
 - 1. County of Bergen requirements; and

2. Other agencies

- C. Each Cooperative member-deciding to take advantage of the subject prices shall itself be directly responsible for having drawn up and executed whatever contractual instrument it deems necessary for governing business relations between itself and the supplier.
- D. Contract(s) of purchase shall be awarded to the lowest responsible and responsive bidder (s) as declared by the County of Bergen. The contract awarded between the County of Bergen and the successful vendor(s):
 - 1. Shall establish the contractual obligation regarding specific items, specifications and quantities to be provided by the Lead Agency
 - 2. Shall set forth the estimated quantities, together with relevant delivery information with respect to other agencies, as specified in these specifications.
 - 3. Other agencies ordering any materials, supplies or work pursuant to this master contract shall do so by the issuance of the appropriate contract between the other agency and the vendor, subject to the requirements of the master contract, which may be referred to by reference.
 - 4. No such subsidiary contract issued by another agency shall provide for any deviation from the specifications, price or quality set forth in the master contract pursuant to these specifications.
- E. The purpose of the master contract with respect to the Lead Agency shall be to establish the specifications and price. The subsidiary contracts, placing the orders with the vendor, shall establish the quantities required by each other agency within the terms set forth in the master contract.
- F. The successful vendor shall invoice each of the other agencies directly for the materials ordered by the other agencies, and the other agencies shall pay the vendor directly. No additional contract will be required with respect to the needs of the County of Bergen as specified in the awarded master contract.
- G. A full membership listing of each co-operative may be found at the following website <http://www.co.bergen.nj.us/index.aspx?NID=226>, this listing is herein presumed to be complete at the time of the bid, however members may join at any junction of the contract and have in our acceptance of their application implied written authority to order from the pricing listed in the master agreement of such contracts. The vendor has the right to object and refuse contracting with members who were not listed at the time of the bid should they so choose to. Should the vendor execute this right of refusal they shall do so in writing to the agency requesting pricing.
- H. If the lowest responsive responsible bidder has chosen not to extend pricing to the members of the cooperatives then the County of Bergen at its sole decision shall make two awards. One for the use of the lead agency only and one to the lowest responsive responsible bidder who has opted to extend pricing to the members of the cooperative.

CATALOG – PLUMBING SUPPLIES AND EQUIPMENT

SPECIFICATIONS

The County of Bergen wishes to establish an initial twelve (12) month contract with the availability of one twelve (12) month Option Period for multiple catalog vendors for the provision of Plumbing Supplies and Equipment as described elsewhere herein. The decision to award the option shall be at the sole discretion of the County of Bergen.

The County has determined that multiple contracts are in the best interest of the County, since it is anticipated that no single vendor can meet the various needs, in type and quantity, of the using agencies. The County does not guarantee minimum purchase with any single vendor or an amount under the contract.

Catalogs or product lines must clearly identify product name, specifications, packaging information, etc. Price must be listed in each catalog or in an accompanying price list, and the term “catalog” used herein includes the price list, if one is used.

The price(s) offered shall be in the form of a percentage decrease from the lowest price listed in the catalog, to include quantity discounts as may be applicable. Any exceptions to the stated percentage decrease must be clearly listed with the bid submittal.

Vendor(s) shall provide two (2) hard copies of the current catalog(s) including price sheets with the bid submittal. Additionally, the County is requesting that bidders submit catalog discount pricing in a CD form. Vendor(s) shall also be required to supply additional CD'S to the County and all COOP participants as may be requested.

Vendor price increases, as reflected in a newly published catalog(s), shall be honored. However, percentage discounts offered in the bid submittal shall not change over the life of the contract.

Vendor shall supply the County of Bergen with the newly printed catalog(s) with any price changes at least ten (10) working days prior to the increased price(s) becoming effective. No increase shall be retroactive. The Vendor shall honor prices on orders placed prior to the County's receipt of revised pricing. Where available, newly printed catalog pricing increases shall also be made available in CD form. All updated catalog pricing information must also be made available to all COOP participants in whatever form available – hard copy or CD.

Any County of Bergen using agency may order materials covered by the contract directly from the Vendor, when and as requested. These orders shall be covered by the issuance of a confirming requisition number or County Purchase Order.

Due to the fact that County of Bergen employees will personally pick-up orders, vendors must have a parts distribution center/warehouse within a 15-mile radius of Hackensack, NJ or vendors must be able to make delivers at no additional cost within four (4) hours or less for emergencies, and within twenty-four (24) hours for non-emergencies.

CATALOG BID - PLUMBING SUPPLIES & EQUIPMENT**VARIOUS REQUIREMENTS**

(CONTRACT PERIOD: One (1) Initial Twelve (12) month period, with one (1) Twelve (12) month option period)

USING AGENCIES: ALL COUNTY OF BERGEN USING AGENCIES SHALL BE PERMITTED TO UTILIZE THIS CONTRACT ON AN AS NEEDED BASIS, INCLUDING CO-OP Participants.

THE COUNTY OF BERGEN DOES NOT GUARANTEE ANY DOLLAR AMOUNT OR QUANTITY TO THE AWARDED VENDOR(S), AND SHALL RESERVE THE RIGHT TO MAKE PURCHASES ON AN AS NEEDED BASIS.

BIDDER MUST SUBMIT TWO (2) HARD COPIES OF CURRENT CATALOG(S) WITH THEIR SUBMITTAL. ADDITIONALLY, THE COUNTY IS REQUESTING THAT BIDDERS SUBMIT CATALOG DISCOUNT PRICING IN A CD FORM.

VENDOR INFORMATION:

Bidder's Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

ORDERING INFORMATION:

Vendor Contact Person: _____

(Person to whom orders are to be placed)

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

CATALOG BID - PLUMBING SUPPLIES & EQUIPMENT

DISCOUNT PRICING SHEET

(CONTRACT PERIOD: One (1) Initial Twelve (12) month period, with one (1) Twelve (12) month option period)

COMMODITY: Plumbing supplies, equipment and accessories, including, but not limited to pipes, all type fittings, faucets, shower heads, grid drains, hot water heaters, various pressure gauges, pipe covering (all types and sizes), steam traps, kitchen & bathroom fixtures (all types, styles & sizes), hydrants, radiators, including a variety of general plumbing supplies as commonly required, etc.

PRICE INFORMATION SHEET

IF BIDDING MORE THAN ONE CATALOG, VENDOR MAY COPY THIS PRICE INFORMATION SHEET CLEARLY IDENTIFYING THE SPECIFIC CATALOG AND DISCOUNT PERCENTAGE PRICING OFFERED ON EACH SHEET.

Catalog Name: _____
{Number(s), Valid through Date(s) – as may be applicable}

Percentage discount to be offered on all list price items for above noted catalog _____ %

Individual Exceptions (if any):

STATE DELIVERY TIME AFTER RECEIPT OF ORDER (CALENDAR DAYS) _____

PROPOSALS SHOWING ANY ERASURE ALTERATION MUST BE INITIALED BY BIDDER IN INK. ALTERED ITEMS NOT INITIALED WILL NOT BE CONSIDERED FOR AWARD.

Bidder's Company Name: _____

Authorized Company Signature: _____

Date _____

CATALOG BID - PLUMBING SUPPLIES & EQUIPMENT

DISCOUNT PRICING SHEET

(CONTRACT PERIOD: One (1) Initial Twelve (12) month period, with one (1) Twelve (12) month option period)

COMMODITY: Plumbing supplies, equipment and accessories, including, but not limited to pipes, all type fittings, faucets, shower heads, grid drains, hot water heaters, various pressure gauges, pipe covering (all types and sizes), steam traps, kitchen & bathroom fixtures (all types, styles & sizes), hydrants, radiators, including a variety of general plumbing supplies as commonly required, etc.

PRICE INFORMATION SHEET

IF BIDDING MORE THAN ONE CATALOG, VENDOR MAY COPY THIS PRICE INFORMATION SHEET CLEARLY IDENTIFYING THE SPECIFIC CATALOG AND DISCOUNT PERCENTAGE PRICING OFFERED ON EACH SHEET.

Catalog Name: _____
{Number(s), Valid through Date(s) – as may be applicable}

Percentage discount to be offered on all list price items for above noted catalog _____%

Individual Exceptions (if any):

STATE DELIVERY TIME AFTER RECEIPT OF ORDER (CALENDAR DAYS) _____

PROPOSALS SHOWING ANY ERASURE ALTERATION MUST BE INITIALED BY BIDDER IN INK. ALTERED ITEMS NOT INITIALED WILL NOT BE CONSIDERED FOR AWARD.

Bidder's Company Name: _____

Authorized Company Signature: _____

Date _____

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: _____

Correspondence Address (including zip code):

Purchase Order Address (including zip code):

Payment Address (including zip code):

Telephone Number (including area code): ()

Email Address:

Fax Number (including area code): ()

Employer I.D. # or S.S. #:

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business _____

☐

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.

Check the box that represents the type of business organization:

☐

Partnership

☐

Corporation

☐

Sole Proprietorship

☐

Limited Partnership

☐

Limited Liability Corporation

☐

Limited Liability Partnership

☐

Subchapter S Corporation

☐

Other, Please List _____

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

This Statement Shall Be Included with Bid Submission

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated 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 _____ relies upon
the truth of the statements contained in said Proposal

(name of contracting unit)

and in the statements contained in this 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

_____.

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

DISCLOSURE STATEMENT

The attention of prospective bidders is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a County Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his duties in the public interest.

In furtherance thereof, every bidder must disclose below, being a Bergen County officer or employee or whether an immediate family member is a Bergen County officer or employee. If the bidder is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the bidder, or a member of the bidder's immediate family, or anyone having an interest in the bidder's business organization including their immediate family members, an officer or employee of Bergen County?

NO _____ YES _____

S\ _____
* President, Vice President or Signature of
Authorized Representative

Print Name

Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing the Office of County Counsel, One Bergen County Plaza, Hackensack, New Jersey 07601. (Attach a copy of the correspondence to this form).

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

*** FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL MAY RESULT IN REJECTION OF THIS PROPOSAL.**

CONSENT OF INSURANCE COVERAGE

WHEREAS, _____ as Principal, has submitted a bid to provide goods and/or services as specified in the subject bid to the County of Bergen, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith.

NOW, THEREFORE BE IT KNOWN that, if the County of Bergen shall accept the bid of the Principal and the Principal shall enter into a contract with the County of Bergen in accordance with the terms of such bid, we the undersigned do hereby state that we will provide the Principal with insurance coverage as set forth below:

- a. The insurance to be provided shall be underwritten by a company licensed to do business in New Jersey.
- b. Comprehensive General Liability insurance in an amount no less than \$1,000,000.00 combined single limit including broad form comprehensive general liability endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The County of Bergen shall be included as an additional insured.
- c. Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, hired, and non-owned autos, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The County of Bergen shall be included as an additional insured.
- d. Worker's Compensation Insurance in the statutory limits including Employer's Liability in an amount no less than \$500,000.00.
- e. All policies maintained shall name the County of Bergen as an additional insured and shall provide for thirty (30) days written notice to the County of cancellation and/or modifications of such policies and we shall provide the Office of County Counsel with certificates of insurance evidencing such policies and provisions.

f. All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

PRINCIPAL:

Sworn to and subscribed
before on this _____ day
of _____, 20____

(Bidder's Company Name)

(Authorized Signature on Behalf of the
Principal)

(Print Name)

INSURER:

NOTARY PUBLIC

(Insurer's Company Name)

(Authorized Signature on behalf of the Insurer)

County of Bergen—Division of Purchasing Disclosure of Investment Activities in IRAN

BID/RFP/Solicitation Number: 16-07.1

Bidder/Offeror: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

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 or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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

PLEASE CHECK THE APPROPRIATE BOX:

☐

I certify, pursuant to Public Law 012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐

I am unable to certify as above because the 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.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: (Print): _____

Signature: _____

Title: _____

Date: _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to the execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.
2. A certificate of Employee Information Report (hereafter "Certificate") issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.
3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website: www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance with a copy to the Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5031 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the **County of Bergen**, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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 there unto, 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 that 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, and 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 the Agreement or otherwise at law.

BUSINESS REGISTRATION CERTIFICATE (BRC) COMPLIANCE

Name of Form:	BUSINESS REGISTRATION CERTIFICATE
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
To Obtain Proof of Registration or to Register for a NJ BRC	http://www.nj.gov/treasury/revenue/proofreg.shtml
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the proposal submission.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

Detailed information on this requirement is available by calling (609) 292-9292 or can be found in Division of Local Government Services Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04, 2005-12 (4/27/05 and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.



CLERK'S USE -----2016
**DO NOT FILE WITH
EACH RESOLUTION**

County of Bergen
Records and Expenses Visual Unconditional Examination 2 "REVUE 2" Form
Disclosure for Political Contributions – *INFORMATIONAL ONLY*
***Please file with the Clerk to the Board on January 1st and July 1st of each year**

**A copy of this form is available for public inspection without charge
at the office of the Clerk to the Board of Chosen Freeholders during normal work hours.**

DIRECT FINANCIAL DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

- (A) VENDOR NAME or SPECIAL COUNSEL NAME _____
VENDOR ADDRESS or SPECIAL COUNSEL ADDRESS _____

VENDOR TELEPHONE NUMBER (____) ____ - _____ FAX # (____) ____ - _____
VENDOR REPRESENTATIVE NAME (Please Print) _____
VENDOR EMAIL ADDRESS _____
VENDOR REPRESENTATIVE SIGNATURE _____ DATE _____
- (B) THE NAME OF THE PARTNERS OR SHAREHOLDERS OR, IF A PUBLIC CORPORATION, THE NAME OF THE CORPORATE OFFICERS AND DIRECTORS AS FOUND ON THE IOK OR IOQ FORMS REQUIRED TO BE FILED WITH THE FEDERAL SECURITIES AND EXCHANGE COMMISSION.

- (C) CAMPAIGN CONTRIBUTIONS MADE, BY ANY INDIVIDUAL(S) AND/OR BUSINESS ENTITY LISTED IN (A) OR (B) (ABOVE) DURING THE PRIOR AND CURRENT CALENDAR YEAR TO THE FOLLOWING NAMED ELECTED OFFICIALS AND CONSTITUTIONAL OFFICERS:
- (D) ☐ **No contributions** (sign directly below and return, nothing else required except signature/date this page only).

Signature: _____ **Date:** _____

Print your name: _____

OFFICIAL POSITION/ NAME (* Denotes Incumbent)

COUNTY EXECUTIVE	James J. Tedesco, III (D)*	_____
SHERIFF	Michael Saudino (R)*	_____
SURROGATE	Michael Dressler (D)*	_____
COUNTY CLERK	John Hogan (D)*	_____

¹ This form shall be updated periodically to reflect new elected officials and candidates for office. However, it shall maintain the format and required disclosures contained herein. 06.04.2015



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County of Bergen
Records and Expenses Visual Unconditional Examination 2 "REVUE 2" Form
Disclosure for Political Contributions – *INFORMATIONAL ONLY*
***Please file with the Clerk to the Board on January 1st and July 1st of each year**

FREEHOLDERS:

Maura R. DeNicola (R)*	_____
John A. Felice (R)*	_____
David L. Ganz (D)*	_____
Thomas J. Sullivan, Jr. (D)*	_____
Steven A. Tanelli (D)*	_____
Joan M. Voss (D)*	_____
Tracy S. Zur (D)*	_____
James Tedesco (D)	_____
John D. Mitchell (R)	_____
Kenneth P. Tyburczy (R)	_____
Daisy Ortiz-Berger (R)	_____

COUNTY POLITICAL PARTY COMMITTEE (Within Bergen County, Organization as listed below or its successor)

B.C. Republican Organization	_____
Democratic Committee of BC	_____
Other	_____

MUNICIPAL POLITICAL PARTY COMMITTEES (Within Bergen County)

Name of Organization – (e.g. Hackensack Republican/Democrat Organization)

_____	_____
_____	_____
_____	_____

OTHER POLITICAL CONTRIBUTIONS (i.e. Federal, State, Local, School Board)

(You may attach additional sheets if necessary)

_____	_____
_____	_____
_____	_____

☐ **Please check if contributions listed above (sign below and return with signature/date).**

Signature: X _____

Date: _____

Print your name: _____

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County of Bergen
“Sunshine Form” for Disclosure of Political Contributions
***Please fill out and attach to each resolution**
DIRECT FINANCIAL DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

DIRECT FINANCIAL DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

(A) VENDOR NAME or SPECIAL COUNSEL NAME _____

VENDOR ADDRESS or SPECIAL COUNSEL ADDRESS _____

VENDOR TELEPHONE NUMBER (____) ____ - _____ FAX # (____) ____ - _____

VENDOR REPRESENTATIVE NAME (Please Print) _____

VENDOR EMAIL ADDRESS _____

VENDOR REPRESENTATIVE SIGNATURE _____ DATE _____

(B) THE NAME OF THE PARTNERS OR SHAREHOLDERS OR, IF A PUBLIC CORPORATION, THE NAME OF THE CORPORATE OFFICERS AND DIRECTORS AS FOUND ON THE 10K OR 10Q FORMS REQUIRED TO BE FILED WITH THE FEDERAL SECURITIES AND EXCHANGE COMMISSION.

(C) CAMPAIGN CONTRIBUTIONS MADE, BY ANY INDIVIDUAL(S) AND/OR BUSINESS ENTITY LISTED IN (A) OR (B) (ABOVE) DURING THE PRIOR AND CURRENT CALENDAR YEAR TO THE FOLLOWING NAMED ELECTED OFFICIALS AND CONSTITUTIONAL OFFICERS:

(D) ☐ **No contributions** (sign directly below and return, nothing else required except signature/date this page only).

Signature: _____ **Date:** _____

Print your name: _____

OFFICIAL POSITION/ NAME (* Denotes Incumbent)

COUNTY EXECUTIVE James J. Tedesco, III (D)* _____

SHERIFF Michael Saudino (R)* _____

SURROGATE Michael Dressler (D)* _____

COUNTY CLERK John Hogan (D)* _____

¹ This form shall be updated periodically to reflect new elected officials and candidates for office. However, it shall maintain the format and required disclosures contained herein. 06.04.2015

FREEHOLDERS:	Maura R. DeNicola (R)*	_____
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	David L. Ganz (D)*	_____
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	Steven A. Tanelli (D)*	_____
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06.04.2015