County of Mercer

McDade Administration Building, 640 South Broad Street, Trenton, NJ 08650-0068

REBID CLOTHING AND FOOTWEAR FOR ALL COUNTY AGENCIES AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF ONE (1) YEAR WITH AND OPTION TO EXTEND ONE (1) YEAR

To Be Received On
November 13, 2026 at 11:30 A.M.

Prepared By:
Department of Purchasing

CK09MERCER2026-13B

COUNTY OF MERCER
BIDDER'S DOCUMENT CHECKLIST

Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your bid.

Required With Bid	SUBMISSION REQUIREMENT (IF CHECKED)	Read, Signed & Submitted Respondent's Initial
A.	**FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID**	
☒	Statement of Ownership	
☒	Acknowledgement of Receipt of Addenda	
B.	**SUBMIT DOCUMENTS AT TIME OF BID RESPONSE DUE DATE OR BY TIME PERIOD INDICATED**	
☒	Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire- Submit Copy of State Certificate of Employee Information Report(must be submitted prior to contract award)	
☒	Proposal Page **(must be submitted with bid response)**	
☒	Manufacturer online catalog/ online price list **(must be submitted with bid response)**	
☒	Disclosure of Investment Activities in Iran Form (must be submitted prior to contract award)	
☒	Certification of Non – Involvement in Prohibited Activities in Russia or Belarus(must be submitted prior to contract award)	
☒	March 2024 W-9 revision from IRS website. **(must be submitted with bid response)**	
☒	Signed Insurance and Indemnification Requirements	
☒	Signed Continuity of Operation during Emergencies	
☒	Exceptions	
☒	**MANUFACTURER'S OFFICIAL PRICE LIST OR CATALOG WITH PRICING MUST BE SUBMITTED WITH BID PROPOSAL**	
C.	**READ ONLY**	
☒	Americans With Disabilities Act of 1990 Language	
☒	Sexual Harassment Guidelines	

This checklist is provided for the bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Respondent: _____Date:_____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

NOTICE TO BIDDERS

Notice is hereby given that on **November 13, 2026 at 11:30 A.M.** (Prevailing time), electronically sealed bids will be opened and conducted in electronic platform in accord with N.J.A.C. 5:34-1 et. Seq., on BidNet Direct at https://www.bidnetdirect.com/new-jersey/mercercounty at which time and place the electronically sealed bids will be opened publicly and read via live-stream by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 321 Third Floor, Trenton, New Jersey for:

CK09MERCER2026-13B
REBID CLOTHING AND FOOTWEAR FOR ALL COUNTY AGENCIES AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND ONE (1) YEAR

Sealed bids will be received by the Mercer County Purchasing Agent acting as Lead Agent on behalf of all contracting units located within the geographic boundaries of Mercer County for the Mercer County Cooperative Contract Purchasing System.

Specifications and instructions to bidders may be obtained online at https://www.bidnetdirect.com/new-jersey/mercercounty .

BID SUBMISSIONS:
Bids shall be electronically uploaded, no physical bids shall be received, opened or honored. Please contact BidNet for any questions or assistance with electronic bid submission 1800-835-4603 Option 2.

BID OPENING INFORMATION
Webinar link/password will be posted for the Live-Stream of opening prior to the bid opening date. During the bid opening process, the bidders will be announced as well as bid amounts. A bid review providing unit prices will not take place at the openings.

Need assistance registering or obtaining documents on the BidNet platform? Please follow: http://www.mercercounty.org/home/showdocument?id=19770 or please contact BidNet's Vendor Support Department at 800-835-4603, Option 2.*Please note registration is free to view, print, download and submit bids electronically for the County of Mercer .

NOTE:
It is the bidder's responsibility to ensure that the bid package is uploaded by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery. Bid documents may be obtained from the bid platform BidNet Direct at https://www.bidnetdirect.com/new-jersey/mercercounty **.**

Any Bid Addenda will be issued on the BidNet website https://www.bidnetdirect.com/new-jersey/mercercounty and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders 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 are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27.

COUNTY OF MERCER, NEW JERSEY
Purchasing Department 609-989-6710

COUNTY CONTRACT PURCHASING SYSTEM

County Cooperative Contract Purchasing is specifically provided for in N.J.S.A. 40A:11-11(6) and N.J.A.C. 5:34-7.21.

County Cooperative Contract Purchasing is a Cooperative Purchasing System that may be created only by a county. Using only its own needs, the county advertises for the receipt of bids and awards a contract to the successful bidder. With the approval of both Mercer County and the vendor, contracting units located within the geographic boundary of Mercer County may purchase under the contract subject to its specifications, terms and conditions.

VENDOR WILL EXTEND CONTRACT PRICES TO THE "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS

1.

- ☐ Check here if willing to provide the goods and services herein bid upon to local governmental contracting units located within the County of Mercer without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the contracting units, subject to the overall terms of the contract to be awarded by the County of Mercer, and that no additional service or delivery charges will be allowed except as permitted by these specifications.

- ☐ Check here if not willing to extend prices to contracting units located in the County of Mercer. It is understood that this will not adversely affect consideration of this bid with respect to the needs of the County of Mercer. The contract for the stated needs of the County will be awarded to the lowest responsible bidder, and specifically not made available to contracting units within the County of Mercer.

2.In accord with N.J.A.C. 5:34-7.25 (2),should the lowest responsive and responsible bidder not choose to extend bid prices to local units within the Mercer County Cooperative, the County of Mercer will seek if the next lowest bidder will be desirous of extending their proposal to local units within the cooperative. In such instances the County of Mercer will award to the lowest responsible bidder for the needs of the County of Mercer and award to the next lowest responsible and responsive bidder extended prices to local units, within the county. This will occur until a suitable willing proposer is desirous of extending prices or the County is without a next lowest bidder desirous of extending pricing.

SPECIFICATIONS FOR CLOTHING AND FOOTWEAR
FOR ALL COUNTY AGENCIES AND THE MERCER COUNTY
COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF ONE YEAR WITH AN OPTION TO EXTEND ONE (1) YEAR

INTENT

The purpose of this solicitation is to obtain bid proposals for the furnishing and delivery of clothing, outerwear, footwear, safety footwear, embroidered apparel, patches, emblems, and related products for use by Mercer County agencies and participating members of the Mercer County Cooperative Contract Purchasing System. Please forward all questions to ohibbert@mercercounty.org or via the BidNet portal no later than November 5, 2026.

1.SCOPE OF WORK

The County intends to award contracts by individual manufacturer brand to multiple responsive and responsible bidders whose proposals conform to the requirements of this solicitation. Each manufacturer brand shall be evaluated separately, and awards may be made to different vendors for different brands.

For each brand offered, the award shall be made to the responsive and responsible bidder offering the highest percentage discount from the applicable manufacturer's published price list, catalog, or other pricing source specified in the bidder's proposal and accepted by the County.

Bidders shall identify each manufacturer brand they propose to supply and submit a separate percentage discount for each brand. The County currently maintains separate contracts for certain officer uniforms used by the Correction Center, Sheriff's Department, and Prosecutor's Office. Additional manufacturer brand discounts will not factor in the award process however will be included in the award if contractor(s) are selected.

2. AUTHORIZED DISTRIBUTOR REQUIREMENT

Bidders shall be authorized distributors, dealers, resellers, or representatives for every manufacturer brand submitted for consideration under this solicitation.

For each brand proposed, the bidder shall submit the manufacturer verification and authorization documentation required under Section 10 of these specifications.
Bidders shall provide catalogs and product offerings for the brands identified in their proposals. Equivalent brands may be proposed where permitted by the solicitation, provided that the bidder identifies the manufacturer and brand, supplies the required pricing information, and demonstrates compliance with the applicable product and authorization requirements.

3. CONTRACT TERM AND APPLICABLE CATALOGS

Contracts shall be awarded to multiple suppliers based upon the discounted rate for 2026 and subsequent catalogs for 2027 and 2028. The award shall apply to all 2026 catalogs supplied by the vendor in this bid as well as future product releases. Electronic catalogs should be made available for future product releases. Vendors must be **authorized** distributors for each manufacturer's catalog submitted for bid and provide a letter from manufacturer indicating the bidder as an authorized vendor. Bidders shall provide catalogs including but not limited to the referenced brands or equivalent.

4. DELIVERY REQUIREMENTS

The Contractor shall deliver standard items within the following timeframes:

1. Standard items without embroidery: Within two (2) weeks of receipt of an authorized order.
2. Standard items requiring embroidery: Within three (3) weeks of receipt of an authorized order.

Delivery of all items shall occur within three (3) weeks of receipt of an authorized order, unless a different delivery schedule is approved in writing by the County.

In the event of a manufacturer's price decrease during the contract period, vendor must notify the County via correspondence to Mercer County Purchasing Office advising of the reduction in cost. If a product is unavailable or a manufacturer delay prevents timely delivery, the Contractor shall promptly notify the ordering County agency in writing, identify the affected items, explain the delay, and provide an anticipated delivery date. Any revised delivery schedule shall be subject to County approval.

The Contractor shall not substitute a product, brand, model, or specification without prior written approval from the authorized County Representative.

5.CLOTHING & FOOTWEAR (CLOTHING MAY REQUIRE EMBROIDERY)

Products covered by this solicitation may include, but are not limited to, the following:

- Safety shoes and work boots.
- Short-sleeve and long-sleeve T-shirts.
- Polo shirts.
- Sweatshirts and hooded sweatshirts.
- High-visibility shirts and apparel.
- Jackets, including summer jackets, winter jackets, three-quarter-length jackets, and hooded jackets.
- Coats.
- Raincoats and weather-resistant outerwear.
- Coveralls.
- Trousers, including jeans and khaki pants.
- Shorts.
- Baseball caps, knit caps, hats, and similar headwear.
- Other comparable clothing, outerwear, footwear, and workwear products within the awarded brand.

Bidders shall identify the brands and product categories they are able to supply. Bidders shall provide pricing for application of county patches. The County may supply emblems; however, the vendor shall also provide emblems. The County will consider the following manufacturers, brands, and catalog suppliers, subject to the bidder meeting the applicable authorization, pricing, and product requirements:

- Red Wing
- Wolverine
- Dickies
- Berne Apparel
- Carhartt
- Rocky
- Red Kap
- Timberland
- Bates
- Workrite
- S&S Activewear
- SanMar
- Petra-Roc
- 5.11
- 4H Brand Clothing

The above list is not necessarily exhaustive. Equivalent brands may be proposed where permitted by the solicitation and accepted by the County.

Bidders shall submit the applicable catalogs or electronic product listings and identify the manufacturer or brand to which each proposed discount applies. Catalog suppliers and distributors shall identify the underlying manufacturer brands for which they are submitting pricing.

6.METHOD OF BIDDING AND AWARD

A. BRAND-SPECIFIC AWARD

The County intends to award each manufacturer brand separately to the responsive and responsible bidder offering the highest percentage discount from the applicable manufacturer's published price list, catalog, or other approved pricing source.Each brand shall be evaluated independently. Different vendors may receive awards for different brands.

Bidders shall submit one guaranteed percentage discount for each manufacturer brand offered. The discount shall be applied to the applicable manufacturer's published price to establish the contract price.

The discount offered shall be the minimum discount guaranteed to the County throughout the contract term, subject to the provisions of the Contract.

Example:

Vendor	***Discount Offered to Mercer County***	***Award Result***
Vendor A	*15%*	*Not selected*
Vendor B	*22%*	***Selected — highest discount***
Vendor C	*18%*	*Not selected*

B. RESELLER WEBSITE PRICING AND ADDITIONAL DISCOUNTS

Each bidder shall identify the applicable manufacturer pricing source for each proposed brand and provide the official reseller website through which County agencies may access and purchase covered products.

The bidder shall identify any account registration, login, or purchasing procedures necessary for County agencies to access contract pricing.

The awarded discount shall establish the minimum discount available to the County from the applicable pricing source. If the awarded Contractor makes the same product available to the County at a lower net price through its website or another purchasing channel under comparable purchasing conditions, the lower price shall be made available to the County.

The Contractor may offer additional discounts, promotional pricing, volume discounts, or other price reductions. Such lower pricing shall be available to the County when applicable to the proposed purchase and offered under the same or comparable terms and conditions.

EXAMPLE

	Price
Pricing Method	
Manufacturer's published price	*$100.00*
Vendor B's awarded 22% discount	*$78.00*
Vendor B's website promotional price	*$72.00*
Price available to Mercer County	***$72.00***

C. PRICE VERIFICATION

Upon request by the County, the Contractor shall provide documentation sufficient to verify:

1. The applicable manufacturer's published price.
2. The awarded percentage discount.
3. The resulting contract price.
4. Any lower website or promotional price offered for the same product.
5. Applicable shipping charges, handling charges, and other mandatory costs, where permitted by the Contract.

The County reserves the right to compare the contract price with publicly available pricing offered by the awarded Contractor for the same product, model, part number, and quantity, taking into account applicable shipping charges, handling fees, promotional restrictions, and other mandatory costs.

D. NO ADDITIONAL FEES

No additional markup, surcharge, handling fee, shipping fee or other charge may be imposed unless expressly permitted by the solicitation and contract.

E. COUNTY'S RIGHT TO OBTAIN LOWER PRICING

Nothing in the Contract shall prohibit the County from obtaining a lower price offered by the awarded Contractor for the same product through the Contractor's website or another purchasing channel, provided the transaction complies with the Contract and applicable procurement requirements. The Contractor shall honor the awarded percentage discount for all applicable purchases and shall not substitute a higher price when a lower price is available to the County under the applicable purchasing conditions.

7.SAMPLES

Samples are not required at the time of bid submission unless otherwise expressly stated in the solicitation.Prior to award, the County may request samples to evaluate product quality, materials, construction, fit, appearance, safety characteristics, or compliance with the specifications.

Requested samples shall be furnished within ten (10) working days after the bidder receives the County's written request, unless a different deadline is specified in that request. Failure to submit requested samples within the specified timeframe, or failure of the samples to meet the applicable requirements, may result in rejection of the affected bid or brand, or other remedies permitted under the solicitation and applicable law.

Samples shall be furnished at no charge to the County and shall be non-returnable due to testing and evaluation procedures. Samples shall be subject to inspection and testing in the manner and at the location designated by the County or the using agency.

8. EMBROIDERY, DIGITIZATION, PATCHES, AND LOGO ITEMS

Bidders shall provide separate pricing for applicable embroidery, logo application, digitization, patches, and emblems. Products may require the application of logos, patches, or emblems associated with:

- Mercer County.
- Mercer County Library.
- Trenton-Mercer Airport.
- Mercer County Park Commission.

The County may supply patches, emblems, or artwork for application. The Contractor shall also provide pricing for supplying the required patches or emblems when requested. The Contractor shall follow the artwork, placement, size, color, and application instructions approved by the County. No logo, emblem, or design may be modified without prior written approval.

Additional logo styles or designs may be requested during the Contract term. Any new digitization or related charges must be disclosed and approved before the Contractor incurs the expense.

The bid shall identify:

1. The one-time digitization fee for each applicable logo or design.
2. The per-item embroidery or logo application charge.
3. The price of embroidered patches or emblems.
4. Any applicable setup charges or minimum quantities.
5. The clothing, outerwear, or footwear products to which each service applies.
6. Any applicable size, placement, color, or design-related price differences.

Digitization shall be charged as a one-time fee for each approved design. The Contractor shall retain the digitized design files for the duration of the Contract and make them available for subsequent orders without charging a second digitization fee for the same design, unless a new or materially revised design is requested and separately authorized by the County

LOGO'S


MERCER COUNTY
NEW JERSEY


MERCER COUNTY
PARK COMMISSION


Actual Size
MERCER COUNTY
MCL
LIBRARY SYSTEM


TRENTON
TTN
MERCER
AIRPORT

MANUFACTURER VERIFICATION AND AUTHORIZATION

The Bidder shall identify the manufacturer and brand of each clothing, outerwear, footwear, uniform, or related product proposed under this solicitation. The County of Mercer ("County") reserves the right to verify the authenticity, source, and conformity of all products offered.

Where manufacturer authorization is required by this solicitation or is reasonably necessary to establish a material representation concerning the products offered, the Bidder shall provide appropriate supporting documentation.

The Bidder shall submit a current manufacturer authorization letter on the manufacturer's official letterhead. The letter shall:

a. Identify the manufacturer's legal business name and each applicable brand;

b. Identify the Bidder by its complete legal business name;

c. Confirm the Bidder's authorization, where applicable, to sell or supply the identified products to governmental entities, including the County of Mercer;

d. State the effective period of authorization, if applicable;

e. Be signed by an authorized representative of the manufacturer; and

f. Include sufficient manufacturer contact information to permit independent verification.

A single letter may cover multiple brands if each brand is clearly identified. Separate letters may be submitted for individual manufacturers or brands.

The County reserves the right to contact the manufacturer directly to verify the Bidder's authorization and the authenticity of any manufacturer letter submitted with the bid proposal.

Failure to submit documentation expressly required by the solicitation, a material misrepresentation concerning manufacturer authorization, or failure to substantiate a material representation may be considered in evaluating the Bidder's responsiveness, responsibility, or compliance with the specifications, as applicable.

The manufacturer verification requirement shall apply to each brand for which the Bidder is representing itself as an authorized manufacturer source. A separate letter may be submitted for each manufacturer or one letter may be submitted covering multiple brands, provided the letter clearly identifies each applicable brand.

COST PROPOSAL

Cost for Digitization $_____
Cost per Logo or Embroidery $_____
Cost per Hour for Graphic work $_____

Awarded vendors must provide proof and samples prior to production.

THE BIDDER SHALL PROVIDE DISCOUNTS FOR THE SPECIFIC BRANDS LISTED IN THE PROPOSAL FORM. PLEASE NOTE ADDITIONAL BRANDS CAN BE OFFERED. EACH BRAND MUST INCLUDE A DIRECT WEBSITE LINK TO THE APPLICABLE MANUFACTURER'S WEBPAGE OR CATALOG WHERE THE DISCOUNT WILL BE APPLIED. RESELLERS WEBSITE MAY BE INCLUDED FOR ADDITIONAL DISCOUNTS PER SECTION (B) GENERAL WEBSITE LINKS OR LINKS TO UNRELATED PRODUCTS WILL NOT BE ACCEPTED. ALL DISCOUNTS AND LINKS MUST CLEARLY CORRESPOND TO THE APPLICABLE BRAND AND PRODUCTS BEING OFFERED.

MANUFACTURER BRAND	INSERT 2026 MANUFACTURER ONLINE WEBSITE LINK	RESELLER 2026 PROMOTIONAL DISCOUNT WEBSITE	PROVIDE PERCENTAGE DISCOUNT FOR EACH BRAND OFFERED.
BATES			
BERNE APPAREL			
CARHARTT			
DICKIES BRAND			
RED KAP			
REDWING			
ROCKY SHOE AND BOOTS			
TIMBERLAND			
WOLVERINE			
WORKRITE			
S&S ACTIVEWEAR			
SANMAR			
PETRA-ROC			
5.11			
4H BRAND CLOTHING			

COUNTY OF MERCER

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received**:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

SUBMISSION OF BIDS

A. Electronically sealed bids shall be received by the County of Mercer in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

B. **Bids shall be electronically uploaded, no physical bids shall be received, opened or honored.** Electronically sealed bids will be opened and conducted in electronic platform in accord with N.J.A.C. 5:34-1 et. Seq., on BidNet Direct at https://www.bidnetdirect.com/new-jersey/mercercounty

C. It is the bidder's responsibility that bids are presented to the County at the time and at the place designated. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

D. The Mercer County Park Commission and the Mercer County Library System are considered agencies of the County entitled to participate in the contract(s) resulting from this bid.

E. Sealed bids forwarded to the County before the time of opening of bids may be withdrawn upon written application of the bidder. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the County. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

G. Each bid proposal form must give the full business address**,** business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

- N.J.S.A. 2C:27-11 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

J. Contract shall be awarded to the lowest responsible bidder as declared by the County of Mercer. The contract awarded between the County of Mercer and the successful bidder shall establish the contractual obligation regarding specific items, specifications and services to be provided to the county.

K. Successful bidder 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 Mercer.

L. The County of Mercer reserves the right in the event of unsatisfactory service to cancel the contract awarded to the successful bidder and procure the goods or services from other sources and hold the contractor responsible for any excess cost.

M. The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misrepresentation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions relating to the contract.

N. Bidders are cautioned to fill in all information as requested on the proposal forms to serve as a basis for making awards. The county, without invalidating the contract, may order changes consisting of additions, deletions or modifications and the contract sum shall be adjusted accordingly.

P. Bidder shall list all deviations from the specifications as contained herein when returning proposal as specified.

Q. The bidder, if awarded a contract, agrees to protect, defend and save harmless the County of Mercer against any damage for the payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by his contract, and he further agrees to indemnify and save harmless the County of Mercer from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any parties, by, or from any acts of the contractor, his servants or agents.

R. Bidder must provide Certificate of insurance in a form and amount acceptable to the County of Mercer including General Liability, Automobile, Workman's Compensation and such other coverage as may be deemed necessary by the County of Mercer for the work, services or goods being bid.

S. Bidder may be required to submit financial statements unless a guarantee by certified check, cashier's check or bid bond, or surety certificate is required. Refer to Bidder's Checklist.

T. BIDDERS SHALL PROVIDE TRADE SECRET OR PROPRIETARY INFORMATION UNDER SEPARATE COVER WITH THE BID RESPONSE.

U. SOURCE OF SPECIFICATIONS/BID PACKAGES Official County bid packages for routine goods and services are available from on the county website www.mercercounty.org at no cost to the vendor. All addenda are posted on this site. 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. As such, the County is not responsible for third party supplied specifications.

V. The County reserves the right to purchase items from state contract or other county contracts, co-op vendors and/or in the open market, if such use serves the interest of the County. The County reserves the right to bid separately for any commodity.

INTERPRETATION AND ADDENDA, CHALLENGE TO SPECIFICATIONS

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. 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 promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received as 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.

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. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

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.

BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.

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. 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.

The contractor shall hold and save harmless the County, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

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.

In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.

MULTI-BRAND MANUFACTURER'S
Specifications for a contract item may include a specific manufacturer's brand and model number or equivalent. The product brand or brands referenced in the specifications shall be restricted to one brand produced or manufactured by a multi-brand commercial products manufacturer.

PRICING INFORMATION FOR PREPARATION OF BIDS
The County is exempt from any local, state or federal sales, use or excise tax.

Estimated Quantities (Open-End Contracts): 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 N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

METHOD OF CONTRACT AWARD
The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

The County may also elect to award the contract on the basis of unit prices.

The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County.

TERMINATION OF CONTRACT

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to the contractor of any sum or sums set forth in the contract. County will pay only for goods and services accepted prior to termination.

Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.

The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County under this provision.

In case of default by the contractor, the County may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

Continuation of the terms of the 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 the contract.

ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

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 County(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the County.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.

The County of Mercer reserves the right, at its option, to terminate this contract upon giving thirty (30) days written notice to the contractor. Such termination shall relieve the County of any obligation for balances to the contractor of any sum or sums set forth in the contract. County will pay only for goods and services accepted prior to termination.

PAYMENT

No payment will be made unless duly authorized by the County of Mercer's authorized representative and accompanied by proper documentation. Payment will be made in accordance with the County of Mercer's policy and procedures.

TRANSITIONAL PERIOD
In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

STATISTICAL DATA REPORT
If requested, the contractor shall provide in writing to the County, all statistical data reports which identify all goods and or services provided.

NEW JERSEY SALES TAX
In submitting his bid, the Contractor certifies that the total base bid set forth does not include any New Jersey Sales Tax, and he further certifies that in the event he is the successful bidder, he will only apply for an exemption for materials or supplies to be used in connection with County property.

Contractor's Exemption Purchase Certificate, Form ST-13, issued by the State of New Jersey Division of Taxation, Sales Tax Bureau, shall be completed and presented to his suppliers for material used to make any permanent change to a County Building on this contract.
http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/st13.pdf

LATE FEE POLICY
The County of Mercer pays vouchers bi-weekly, thus vendors, in most cases are paid in less than 30 days, if the vendor has complied by responding promptly with delivery, a signed voucher and an original invoice. We can pay only for goods and services rendered and late fees and service charges are not appropriated for such purposes. All County employees are reminded that no one is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County without a specific authorization from our governing body or through a resolution that grants the same. All credit applications or similar forms are carefully read in Finance and terms the County does not agree to, are stricken.

TIE BIDS: Tie bids will be decided by the County of Mercer.

DEMONSTRATION AND SAMPLE
If so requested, the vendor shall provide demonstration. If so requested, the vendor shall submit a sample of the units or merchandise.

MANUFACTURERS' NAMES
Any manufacturers' names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand, which meets or exceeds the quality of the specifications listed for any item.

AWARD/REJECTION
In accordance with N.J.S.A. 40A:11-24, all contracts will be awarded or all bids will be rejected within sixty (60) days of the receipt of bids unless vendor agrees to extend for a longer period of time.

AVAILABILITY OF FUNDS
Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

MULTIPLE BIDS NOT ALLOWED
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.

FAILURE TO ENTER CONTRACT
Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the County of Mercer may then, at its option, retain the bidder's bid deposit/bond and accept the bid of the next lowest responsible bidder.

INQUIRIES
All questions and information pertaining to this proposal shall be directed to the Department of Purchasing at (609) 989-6710.

COMMUNICATIONS AFTER THE BID OPENING
It is highly improper for a bidder after bid opening to contact any representative of the County of Mercer to discuss the bids. The solicitation package contains all documents and instructions. These may be supplemented by any comments you wish to make. Such additional material and comments must be submitted with the bid. Should there be any questions concerning the bid submitted, you will be contacted by a representative of the County of Mercer and any discussion or contact will be limited to the questions of the representative.

INDEX RATE
If the County of Mercer desires to extend a contract under the provisions of N.J.S.A. 40A:11-15 or N.J.S.A. 18A:18A-42, the index rate is the basis to determine the appropriate increase in the contract price. The following are the requirements for using this provision: Contracts for services, the statutory length of which is for three years or less, may only include provisions for no more than one (1) two-year or two (2) one-year extensions. The original bid specifications and contract must include language that explains the possibility for an extension.

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

INVOICING
Awarded contractors shall provide detailed invoicing itemizing hours worked for each trade and trade rate. Materials shall be broken out. Reflecting the contractor's cost of materials and up charge. Proof of purchase is required to be submitted with invoicing.

SAFETY PROGRAM:
Observe all rules and regulations of the Federal, State, and local health officials, including regulations concerning construction safety and health standards. At the preconstruction meeting, submit to the County approval a written safety program that meets or exceeds the minimum requirements of the Contract and applicable State or Federal regulations. Include at a minimum the following:

1. **Description.** Describe in detail how the safety program is implemented and monitored. Provide guidelines for protecting personnel from hazards associated with Project operations and activities. Establish the policies and procedures for safety practices that are necessary for the Work to be in compliance with the requirements of OSHA and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the Work is in progress.

2. **Certification, Responsibility, and Identification of Personnel.** Identify the qualified safety professional responsible for developing the safety program and provide that person's qualifications for developing the safety program including, but not be limited to, education, training, certifications, and experience in developing this type of safety program. Provide a certification, executed by the qualified safety professional that developed the safety program, stating that the safety program complies with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction.

   Identify a safety officer and designate the on-site supervisory-level personnel responsible for implementing and monitoring the safety program until Acceptance and having the authority to take prompt corrective measures to eliminate hazards, including the authority to stop work. Include documentation of training provided to the on-site supervisory-level personnel. For work that requires a competent person as defined by OSHA, ensure that the person is capable of identifying existing and predictable hazards and has the authority to take prompt corrective measures to eliminate the hazards, including the authority to stop work. Include documentation of the qualifications of such competent persons identified, including certifications received.

3. **Elements of the Program.** Include information and procedures for the following elements:
   a. **Chain of Command.** Include the responsibilities of the management, supervisor, safety officer, and employees.
   b. **Traffic Control Coordinator.** Include the name and contact information.
   c. **Environmental Manager.** Include the name and contact information.
   d. **Local Emergency Telephone Numbers.** Include police, fire, medical
   e. **Procedures for Handling Emergencies.** Provide guidelines for handling emergencies, including emergency action plans for accidents involving death or serious injury, property damage, fires, explosions, and severe weather. Include the emergency contact information of the Contractor's personnel responsible for handling emergencies.
   f. **Training Topics.** Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.
   g. **Contractor's Safety Rules.** Include housekeeping procedures and personal protective equipment requirements.
   h. **Employee Disciplinary Policy.** Include the violation forms.
   i. **Safety Checklists.** Include project safety-planning, emergency plans and procedures, documentation, and protective materials and equipment.
   j. **Forms.** Include OSHA 300 Log
   k. **Security Policy Guidelines.** Provide a copy for the County.
   l. **Hazard Communication Program.** Provide the following:
      1. The location of and instructions for understanding the MSDS. Ensure that the location and instruction are available to anyone within the Project Limits.
      2. The person responsible for the hazard communication program and the method of informing personnel of the hazardous communication program. Include attendance sheets of hazard communication meetings.
      3. When performing work that generates airborne crystalline silica, include engineering and work practice controls to limit exposure levels to at or below the permissible exposure limit according to 29 CFR 1910.1000 Table Z-3. Ensure that the program includes employee training and respiratory protection measures according to 29 CFR 1910.134 and control of the area when the permissible exposure limit is exceeded. Provide a trained and competent person, according

to 29 CFR 1926.30, within the Project Limits at all times when performing work that produces airborne crystalline silica.

m. **Additional Requirements.** Provide additional procedures for Project specific topics including:
    1. Compressed gas cylinders.
    2. Confined spaces.
    3. Cranes.
    4. Electrical.
    5. Equipment operators.
    6. Fall protection.
    7. Hand and power tools.
    8. Hearing conservation.
    9. Highway safety.
    10. Lead.
    11. Lock out/tag out.
    12. Materials handling, storage, use, and disposal.
    13. Night work.
    14. Personal protective equipment.
    15. Project entry and exit.
    16. Respiratory protection.
    17. Sanitation.
    18. Signs, signals, and barricades.
    19. Subcontractors.
    20. Trenching.

The Contractor is responsible for implementing, monitoring, updating, and revising the safety program until Acceptance. Submit updates and revisions to the safety program to the County for approval when new information, new practices or procedures, or changing site and environmental conditions necessitate modifications to protect site personnel. Maintain a copy of the updated safety program, including the appropriate documentation associated with each element, within the Project Limits so that it is available to workers and other authorized persons entering the Project Limits. Provide program updates to County.

The Contractor is responsible for safety in all aspects, and as set forth in the Insurance and Indemnification Agreement, shall defend and indemnify the County for any failure or breach to comply with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction pertaining to the Contractor's safety program.

STATUTORY REQUIREMENTS

REQUIRED AFFIRMATIVE ACTION EVIDENCE

No firm may be issued a contract unless they comply with the affirmative action regulations of P.L. 1975, c. 127, as amended from time to time.

GOODS AND SERVICES (INCLUDING PROFESSIONAL SERVICES) CONTRACTS

Each 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:

- A photocopy of the Federal Letter of Affirmative Action Plan Approval, or;
- A photocopy of a Certificate of Employee Information Report; or
- A photocopy of an Employee Information Report (Form AA302) which is available upon request.

MAINTENANCE/CONSTRUCTION CONTRACTS

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 5:89-5 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) and hazardous substance fact sheets must be furnished. 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). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. 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.**

C.40A:11-13 SPECIFICATIONS

No Financial Statement shall be required of vendors if either a guarantee, by certified check, cashier's check or bid bond, or a surety company certificate is also required to be furnished by the bidder, unless any law or regulation of the United States imposes a condition upon the awarding of a monetary grant to be used for the purchase, which condition requires that a financial statement be submitted.

PREVAILING WAGE ACT

Pursuant to N.J.S.A. 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 County of Mercer may terminate work if workers are paid less than prevailing wage. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. **P.L. 2009, c.249 (A-4268/S-3095):** Extends prevailing wage requirements to contracts for "maintenance-related projects" over $50,000. 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: http://lwd.dol.state.nj.us/labor/forms_pdfs/lsse/payrollcert.pdf and as follows:

Public Contracts Section
Office of Wage and
Hour Compliance
CN 389
Trenton, New Jersey 08625-0389
Telephone number: (609) 292-2259

THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 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.

PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

PROMPT PAYMENT OF CONSTRUCTION CONTRACTS P.L. 2006, C. 96

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

PROCESS OF ALTERNATE DISPUTE RESOLUTION

Contract documents entered into in accordance with the provisions of P.L.1971, c.198 (C.40A:11-1 et seq.) after the effective date of P.L.1997, c.371 (C.40A:11-50) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the County of Mercer shall have the right to request mediation if services being provided are deemed deficient in any way.

SOLID WASTE CONTRACT P.L. 2009, c. 88

The law requires the contractor (or any subcontractor) to keep records and file with the public agency a wage payment report for employees under the contract that are engaged in solid waste or recyclable "collection and transportation."

PRICE ADJUSTMENT FOR ASPHALT CEMENT AND FUEL P.L. 2009, c.187 APPLIES TO CONSTRUCTION BIDS

Effective with contracts executed after May 1, 2010, the law follows procedures used by the State Department of Transportation to allow for increases and decreases in asphalt and fuel prices over the course of large construction contracts. The calculation is based upon 2007 NJDOT Specifications – Division 150 Contract Requirements, Section 160.01 through 160.03.

The law requires that ANY CONSTRUCTION CONTRACT involving more than 1,000 tons of hot mix asphalt include a contract provision that allows for price adjustments in the cost of asphalt. Fuel price adjustments are based on DOT standards for the type of construction equipment and the work done by different equipment. For fuel price adjustments, at least 500 gallons of fuel based on the DOT equipment standards are required for a price adjustment, and then, only in those months when the price fluctuated more than five percent.

DOT maintains a web site of index rates for asphalt and fuel that are adjusted monthly. The law provides that when the quantity or equipment use thresholds are reached, fuel price adjustments are made, using the change in index rate from the time of bidding to when the work was performed. The change is treated as a "pay item" in construction contracts.

RECORDS FOR THE NEW JERSEY STATE COMPTROLLER

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

P.L. 2021, c.4 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran

RUSSIA/BELARUS BUSINESS PROHIBITION N.J.S.A. 52:32-55 ET SEQ.

All potential bidders/respondents must attest on the form provided, of their status of engagement in prohibited activities in Russia or Belarus. Certification requires that you review the Entity List provided by the Department of Treasury (link provided on the form), then check off the appropriate box and complete the form.

THE WALL (WORKPLACE ACCOUNTABILITY IN LABOR LIST) N.J.S.A. 34:1A-1.16

Any business whose name appears on the WALL is prohibited from public contracting under N.J.S.A. 34:1A-1.16, the law establishing the WALL.

BIDDING:

PRICING: Bidder shall insert unit price and extension against each item. Quoted price shall include all handling and delivery charges and will be firm, fixed prices for the term of the contract. Lead pencil must not be used. **Unit price shall govern.**

DISCOUNTS: Cash discounts will not be a factor in determining awards unless otherwise indicated by the County. Trade discounts will be a factor in determining the award. Time, in connection with discount offered, will be computed from the date of final inspection and acceptance of delivery of supplies to the using department or agency, or from the date the correct voucher, property certified, is received, or which ever is later.

F.O.B. DELIVERY POINT: All prices bid must be on the basis of F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal.

In conformance with the State of New Jersey Statute C. 40A:11-18, only goods and products manufactured or produced in the United States, where possible, and wherever available, are to be used for this proposal.

COUNTY OF MERCER

Disclosure of Investment Activities in Iran

Bidder Name: _____

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 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 may render a bidder's proposal nonresponsive. 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.

CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, 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 sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

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 activates in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 County of Mercer 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 County of Mercer to notify The County of Mercer 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 County of Mercer and that the County of Mercer at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)_____ Signature: _____
Title_____ Date:_____

Immigration and Naturalization Laws and Criminal Background Check (As Applicable)

Vendors must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer.

If the County requires a background check, the vendor must contact the New Jersey State Police to perform a Criminal Background Check **on each potential employee to work under this contract on County of Mercer property.** A copy of the results of the Criminal Background Check must be provided to the County of Mercer **[insert appropriate department, agency, commission, etc.]** at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

[For insertion into multi-year contracts] The vendor must provide the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record: http://www.njsp.org/criminal-history-records/index.shtml

ATTACHMENT A

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

ATTACHMENT B
NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract here under, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

ATTACHMENT C
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 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.

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

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INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the County 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 accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the County 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 incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of $1,000,000.00 single occurrence and $2,000,000.00 general aggregate and Automobile Insurance in the amount of $1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

In all cases where a Certificate of Insurance is required, the County of Mercer and Mercer County Park Commission (if applicable) is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. The language shall state the following:

"The County of Mercer and Mercer County Park Commission (if awarded through the Park Commission) named as additional insured."

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

WAIVER OF SUBROGATION CLAUSE

Contractor, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the contractor or from failure of the contractor to keep the premises in good condition and repair as herein provided.

_____

Dated and Signed

You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.

BUSINESS DESIGNATION FORM

The following information is used by the County of Mercer in the compilation of reports and research. The provision of this information will not affect the determination of any contract/agreement.

Name of Business _____
(include Doing Business As (DBA)

Address: _____

Telephone/Email: _____

Federal Employee Identification (FEIN#)_____

The above-mentioned business is certified as follows:

1.	Small Business	☐	6.	Women Owned	☐
2.	Minority Owned	☐	7.	Veteran Owned	☐
3.	Disabled Veteran Owed	☐	8.	Disability Owned	☐
4.	LGBTQ Owned	☐	9.	Prefer not to say	☐
5.	Disadvantaged Owned	☐	10.	Other (Please Specify)	

_____

The ownership of the above-mentioned business is considered:

1.	African American	☐	6.	Asian American	☐
2.	Hispanic	☐	7.	Indian	☐
3.	American Indian	☐	8.	Prefer not to say	☐
4.	Female	☐	9.	Other (Please Specify)	
5.	Caucasian	☐		_____	

51% of the business must be owned and controlled by the ethnic group claimed.

Signed _____ Title _____ Date_____

MERCER COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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 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.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

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.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

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 Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 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: _____

PROOF OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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

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

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

During the course of contract performance:

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

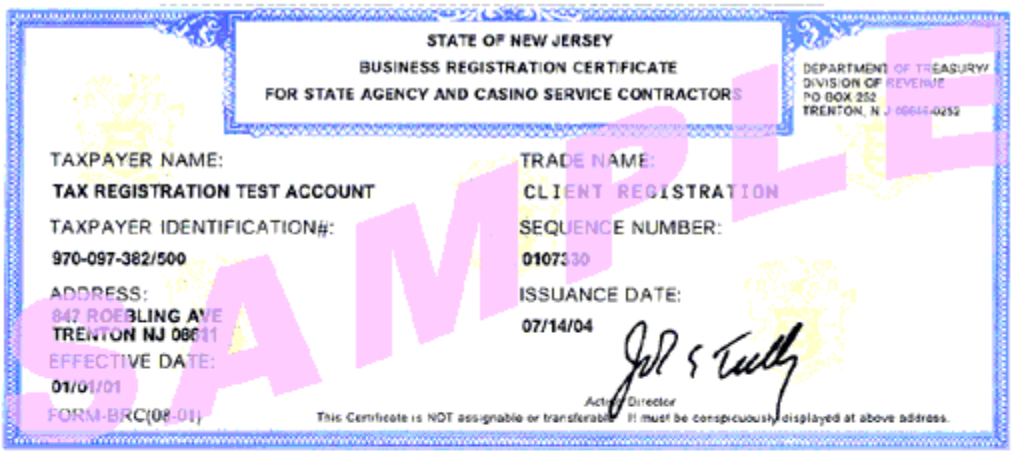
Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

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

Emergency Purchases or Contracts

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

FOLLOWING SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE ACCEPTABLE BY THE COUNTY OF MERCER



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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

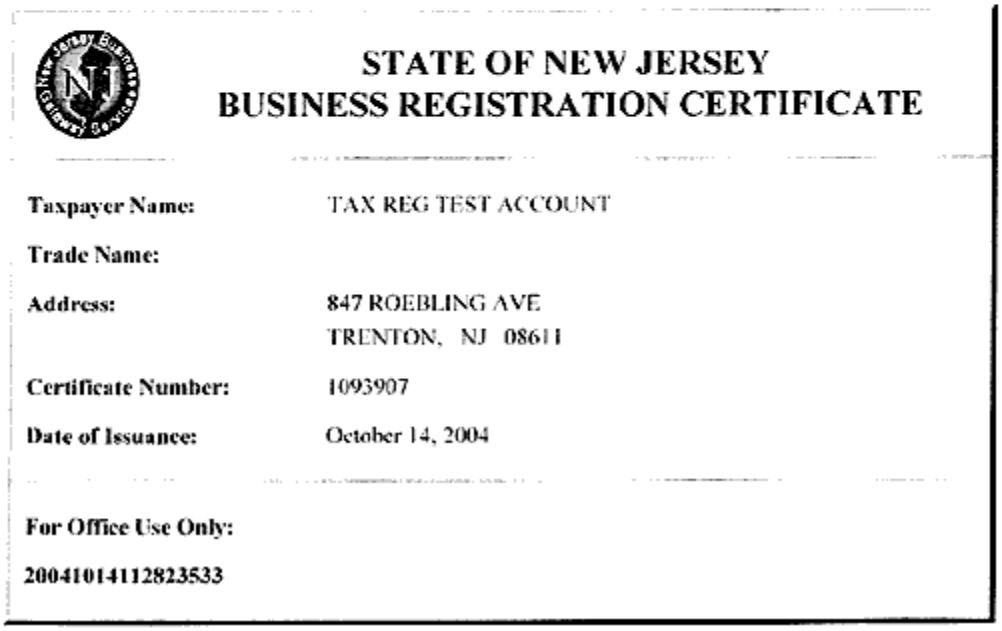
EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE



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:

20041014112823533

STATEMENT OF OWNERSHIP 52:25-24.2. (P.L. 1977, C.33)

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, 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 noncorporate 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.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

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

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

◯ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

◯ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

◯ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

PROPOSAL PAGE

The undersigned bidder declares that they have the Notice to Bidders, Instructions, Affidavits and Scope of Work and that they have determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

CK09MERCER2026-13B
REBID CLOTHING AND FOOTWEAR FOR ALL COUNTY AGENCIES AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND ONE (1) YEAR

_____

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

VENDOR WILL EXTEND CONTRACT PRICES TO THE "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS

YES ☐ NO ☐

The undersigned is a Corporation, Partnership, LLC or Individual under the laws of the State of

_____ having its principal office at_____

COMPANY _____

ADDRESS _____

ADDRESS _____

NAME _____

TELEPHONE _____

E-MAIL _____

DATE _____

CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

_____

AUTHORIZED SIGNATURE

CONTINUITY OF SERVICE DURING EMERGENCIES

In the event of an emergency, Vendor will provide priority service for Mercer County.

VENDOR EMERGENCY COMPLIANCE

YES ☐

NO ☐

Contractors shall have contingency plans to ensure that Services continue during emergency periods such as, but not limited to, major equipment breakdown, national or local strikes, severe weather conditions, power outages and traffic disruptions. In the event of a contract award, indicate a description of your contingency plan for ensuring services during emergencies.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

EXCEPTIONS (IF NONE, PLEASE NOTE)

MERCER COUNTY COOPERATIVE MEMBERS

1. TOWNSHIP OF LAWRENCE
240 BAKERS BASIN ROAD
LAWRENCE, NEW JERSEY 08648
TELEPHONE: (609) 844-7137
FAX: (609)-584-0220
CONTACT PERSON: GREGORY WHITEHEAD
gwhitehead@lawrencetwp.com

2. PRINCETON
400 WITHERSPOON STREET
PRINCETON, NJ 08540
TELEPHONE: (609) 497-7655
FAX: (609) 924-9714
CONTACT PERSON: SANDY WEBB
swebb@princetonnj.gov

4. CITY OF TRENTON PURCHASING
319 EAST STATE STREET
TRENTON, NEW JERSEY 08608
TELEPHONE: (609) 989-3137
FAX (609) 989-4260
CONTACT PERSON: VIVIAN ARRINGTON
varrington@trentonnj.org

5. MERCER COUNTY COMMUNITY COLLEGE
1200 OLD TRENTON ROAD
WEST WINDSOR, NEW JERSEY 08550
TELEPHONE: (609) 570-3253
FAX: (609) 570-3822
CONTACT PERSON: STEPHEN GREGOROWICZ
gregoros@mccc.edu
MADELINE EHELEBE
ehelebem@mccc.edu

6. TOWNSHIP OF HOPEWELL
201 WASHINGTON CROSSING - PENNINGTON RD.
TITUSVILLE, NEW JERSEY 08560
TELEPHONE: (609) 537-0244
FAX: (609) 737-2770
CONTACT PERSON: SEAN P. CANNING
scanning@thecanninggroup.org

MERCER COUNTY COOPERATIVE MEMBERS

7. BOROUGH OF HOPEWELL
4 COLUMBIA AVENUE – P.O. BOX 128
HOPEWELL, NEW JERSEY 08525
TELEPHONE: (609) 466-2636
FAX: (609) 466-8511
CONTACT PERSON: MICHELE HOVAN
michele.hovan@hopewellboro-nj.us

8. TOWNSHIP OF ROBBINSVILLE
56 ROBBINSVILLE-ALLENTOWN ROAD
ROBBINSVILLE, NEW JERSEY 08691
TELEPHONE: (609) 259-0422
FAX: (609) 259-0322
CONTACT PERSON: DINO J. COLAROCCO
dinoc@washington-twp.org

9. TOWNSHIP OF EWING
2 JAKE GARZIO DRIVE
EWING, NEW JERSEY 08628
TELEPHONE: (609) 883-2900 Ext. #7642
FAX: (609) 883-7392
CONTACT PERSON: ALEX DEANGELIS
adeangelis@ewingnj.org

10. WEST WINDSOR TOWNSHIP
271 CLARKSVILLE ROAD
WEST WINDSOR, NEW JERSEY 08550
TELEPHONE: (609) 799-2400 Ext. #218
FAX: (609) 799-1610
CONTACT PERSON: JANIS DINATALE
jdinatale@westwindsortwp.com

11. SPECIAL SERVICES
1020 OLD TRENTON ROAD
HAMILTON, NJ 08690
TELEPHONE: (609) 631-2123 OR
(609) 586-5144 EXT. #1210
FAX: (609) 586-8966
CONTACT PERSON: NANCY SWIRSKY
SEAN CAVALIER
nswirsky@mcts.edu
scavalier@mcts.edu

MERCER COUNTY COOPERATIVE MEMBERS

12. VOCATIONAL TECHNICAL SCHOOLS
1085 OLD TRENTON ROAD
HAMILTON, NJ 08690
TELEPHONE: (609) 586-2123
FAX: (609) 586-8966
CONTACT PERSON: NANCY SWIRSKY
nswirsky@mcts.edu

13. THE BOROUGH OF PENNINGTON
30 NORTH MAIN STREET
PENNINGTON, NEW JERSEY 08534
TELEPHONE: (609) 737-0276
FAX: (609) 737-9780
CONTACT PERSON: ELIZABETH STERLING
bsterling@penningtonboro.org

14. WEST WINDSOR-PLAINSBORO REGIONAL SCHOOL DISTRICT
505 VILLAGE ROAD WEST
PRINCETON JUNCTION, NJ 08550
TELEPHONE: (609) 716-5000
FAX: (609)-716-5012
CONTACT PERSON: TONI DUBANIEWICZ
LAWRENCE LOCASTRO
Toni.Dubaniewicz@ww-p.org
Lawrence.LoCastro@ww-p.org

15. TOWNSHIP OF EAST WINDSOR
16 LANNING BOULEVARD
EAST WINDSOR, NJ 08520
TELEPHONE: (609) 443-4000
FAX: (609) 443-6865
CONTACT PERSON: BILL ASKENSTEDT
public_works@east-windsor.nj.us

16. BOROUGH OF HIGHTSTOWN
148 NORTH MAIN STREET
HIGHTSTOWN, NJ 08520
TELEPHONE: (609) 490-5100 EXT. #772
FAX: (609) 371-0267
CONTACT PERSON: DEBRA SOPRONYI
clerk@hightstownborough.com

MERCER COUNTY COOPERATIVE MEMBERS

17. EAST WINDSOR REGIONAL SCHOOL DISTRICT
25A LESHIN LANE
HIGHTSTOWN, NJ 08520
TELEPHONE: (609) 443-8195
FAX: (609) 443-8195
CONTACT PERSON: KURT STUMBAUGH
kstumbaugh@ewrsd.k12.nj.us

18. LAWRENCE TOWNSHIP BOARD OF EDUCATION
2565 PRINCETON PIKE
LAWRENCE, NJ 08648
TELEPHONE: (609) 671-5420
FAX: (609) 883-4225
CONTACT PERSON: THOMAS ELDRIDGE
CYNTHIA KORKUCH
teldridge@ltps.org
ckorkuch@ltps.org

19. PRINCETON PUBLIC SCHOOLS
25 VALLEY ROAD
PRINCETON, NJ 08540
TELEPHONE: (609) 806-4210
FAX: (609) 806-4225
CONTACT PERSON: STEPHANIE KENNEDY
APRIL TAYLOR
stephanie_kennedy@princetonk12.org
april_taylor@princetonk12.org

20. ROBBINSVILLE BOARD OF EDUCATION
155 ROBBINSVILLE-EDINBURG ROAD
ROBBINSVILLE, NJ 08691
TELEPHONE: (609) 632-0910
FAX: (609) 371-7964
CONTACT PERSON: CHRISTINA MOSKAL
moskal@robbinsville.k12.nj.us

21. HOPEWELL REGIONAL SCHOOL DISTRICT
425 SOUTH MAIN STREET
PENNINGTON, NJ 08534
TELEPHONE: (609) 737-4000 Ext. #2705
FAX: (609) 737-7415
CONTACT PERSON: BOB COLAVITA
PAT JACZKO
robertcolavita@hvrsd.org
patriciajaczko@hvrsd.org

MERCER COUNTY COOPERATIVE MEMBERS

22. TRENTON BOARD OF EDUCATION
108 NORTH CLINTON AVENUE
TRENTON, NJ 08609
TELEPHONE: (609) 656-5446
FAX: (609) 278-3074
CONTACT PERSON: GEORGETTE BOWMAN
JAYNE HOWARD
gbowman@trenton.k12.nj.us
jhoward@trenton.k12.nj.us

23. EWING TOWNSHIP BOARD OF EDUCATION
1331 LOWER FERRY ROAD
EWING, NJ 08618
TELEPHONE: (609) 538-9800
FAX: (609)538-0041
CONTACT PERSON: LISA RASAW
DENNIS NETTLETON
lrasaw@ewingboe.org
dnettleton@ewingboe.org

24. TOWNSHIP OF HAMILTON
2090 GREENWOOD AVENUE - P.O. BOX 0150
HAMILTON, NJ 08650
TELEPHONE: (609) 890-3528
FAX: (609) 890-3632
CONTACT PERSON: MICHELE BADO
mbado@hamiltonnj.com

25. HAMILTON TOWNSHIP SCHOOL DISTRICT
90 PARK AVENUE
HAMILTON, NJ 08690
TELEPHONE: (609) 631-4100 X
FAX: (609) 631-4104
CONTACT PERSON: TERRI VEGA
tvega@hamilton.k12.nj.us

26. MERCER COUNTY IMPROVEMENT AUTHORITY
80 HAMILTON AVENUE- 2ND FLOOR
TRENTON, NJ 08611
TELEPHONE: (609) 278-8080
FAX: (609) 695-1452
CONTACT PERSON: Carol Navarro
cnavarro@mcianj.org

MERCER COUNTY COOPERATIVE MEMBERS

27. TRENTON HOUSING AUTHORITY
875 NEW WILLOW ST
TRENTON, NJ 08638
TELEPHONE: (609) 278-5024
CONTACT PERSON: KEN MARTIN
kmartin@tha-nj.org

28. HAMILTON TOWNSHIP FIRE DISTRICT NO. 3
13 RENNIE STREET
HAMILTON, NJ 08610
TELEPHONE: (609) 392-1710
FAX: (609) 392-2698
CONTACT PERSON: THOMAS T. GRIBBIN, FIRE CHIEF

29. HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1
201 WASHINGTON CROSSING-PENNINGTON ROAD
TITUSVILLE, NJ 08560
TELEPHONE: (609) 730-8156
(609) 537-0287
FAX: (609) 730-1563
CONTACT PERSON: SARAH OCICKI OR CHIEF MATTHEW MARTIN
Sarah.ocicki@hopewelltwpfire.org
mmartin@hopewelltwpfire.org

30. THE COLLEGE OF NEW JERSEY
2000 PENNINGTON ROAD
EWING, NJ 08628
TELEPHONE: (609) 771-2859
FAX: (609) 637-5140
CONTACT PERSON: MARK MEHLER
Mehler@tcnj.edu

31. PRINCETON PUBLIC LIBRARY
65 WITHERSPOON STREET
PRINCETON, NJ 08542
TELEPHONE: (609) 924-9529 X1252
FAX: (609) 924-7937
CONTACT PERSON: SUSAN CHERNIK
SCHERNIK@PRINCETONLIBRARY.ORG

32. STONY BROOK REGIONAL SEWERAGE AUTHORITY
290 RIVER ROAD
PRINCETON, NJ 08540
TELEPHONE: (609) 924-8881 EXT 204
CONTACT PERSON: JOHNATHAN SEARS
JSEARS@SBRSA.ORG