

Request for Proposal

For Waste Removal Services for the Salem County Special Services and Vocational Technical School Districts

Tuesday, June 2, 2025

11:00 A.M. Prevailing Time

Salem County Special Services and Vocational Technical Purchasing Department

Frank Maurer, Qualified Purchasing Agent
Salem County Special Services and
Vocational Technical School Districts
880 Route 45
Woodstown, NJ 08098



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Notice to Providers

BID INVITATION AND NOTICE TO BIDDERS Salem County Special Services and Vocational Technical School Districts, NEW JERSEY

The Salem County Special Services and Vocational Technical School Districts Purchasing Agent invites sealed bids for providing Waste Removal Services for the Salem County Special Services and Vocational Technical School Districts.

Specifications may be obtained daily between 8:30 AM and 4:30 PM from the Salem County Special Services and Vocational Technical School Districts Purchasing Department, 880 Route 45, Woodstown, New Jersey, 08098, mailed on telephone request (856) 769-0101, Extension 5124, or emailed upon request by contacting fmaurer@scvts.org.

Bids shall be made on the standard bid forms and submitted in the manner designated within the Specifications. They shall be enclosed in sealed envelopes bearing the legend, “**Bid for Waste Removal Services for the Salem County Special Services and Vocational Technical School Districts**” on the outside. The bids shall be returned to the Salem County Special Services and Vocational Technical School Districts Purchasing Agent by **Tuesday, June 2, 2025 at 11:00 A.M.** prevailing time, when they will be opened and read in public. Late bids will not be considered.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975, c. 127 (N.J.A.C. 17:27) Affirmative Action and P.L. 1977, c. 33 as amended by P.L. 2016, c. 43, N.J.S.A. 52:25-24.2 Corporate Disclosure.

By order of the Qualified Purchasing Agent.

Frank H. Maurer, III, Purchasing Agent

THE ITEMS THAT ARE CHECKED BELOW ARE TO BE SUBMITTED WITH YOUR BID		Read, Initialed and Submitted
<input checked="" type="checkbox"/>	Official Bid Proposal	
<input checked="" type="checkbox"/>	Subcontractor Disclosure as required by N.J.S.A. 40A:11-16 and their BRC and Non-Profit Forms	
<input checked="" type="checkbox"/>	Affirmative Action Requirements	
<input checked="" type="checkbox"/>	Equal Employment Opportunity Language	
<input checked="" type="checkbox"/>	Corporate Disclosure Statement pursuant to N.J.S.A. 52:25-24.2- Notarized and Raised Seal	
<input checked="" type="checkbox"/>	Consent of Insurance- Notarized and Raised Seal	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit- Notarized and Raised Seal	
<input checked="" type="checkbox"/>	Prevailing Wage Certification	
<input checked="" type="checkbox"/>	Equipment List	
<input checked="" type="checkbox"/>	Disclosure of Investment Activity in Iran	
<input checked="" type="checkbox"/>	Acknowledge of Receipt of Addenda Form	
THE ITEMS THAT ARE CHECKED BELOW MUST BE SUBMITTED BY CONTRACT AWARD		
<input checked="" type="checkbox"/>	Certificates of the Required Insurance naming Salem County Additional Insured	
<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate (Updated September 2018)	
<input checked="" type="checkbox"/>	W-9 Taxpayer Identification Number and Certificate	
THE ITEMS THAT ARE CHECKED BELOW ARE TO BE REVIEWED AND INCLUDED WITH THE PROPOSAL		
<input checked="" type="checkbox"/>	Americans With Disability Act of 1990 Language	
<input checked="" type="checkbox"/>	New Jersey Anti-Discrimination Provisions	
<input checked="" type="checkbox"/>	General Information and Standard Terms and Conditions	
<input checked="" type="checkbox"/>	Technical Specifications	

The items and/or forms indicated above must be reviewed and/or submitted with your bid. This checklist is provided for informational purposes only. All required documentation may not be listed above, and it shall be the responsibility of the bidder to carefully review the complete the bid packet, familiarize themselves with the requirements of the packet, and to submit with their bid all required documentation.

The undersigned hereby acknowledges that they have submitted and/or reviewed the above listed requirements:

Name of Company: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

General Information

Bid Submission

Bids shall be submitted on the Bid Form supplied herewith and all pages of this Bid Package, including the necessary forms to be signed, must be initialed in the bottom right-hand corner and returned with the bid. Failure to do so may be cause for rejection of the bid. Bids shall be returned in sealed envelopes addressed to:

Salem County Special Services and Vocational Technical School Districts Purchasing
Department 880 Route 45
Woodstown, New Jersey 08098

It shall be the responsibility of the respondent to ensure that their complete bid submission is delivered to the location and at the date and time listed herein. The County accepts no responsibility for bids that are not delivered to the location and/or at the date and time listed herein.

The envelope shall be prominently marked: **Bid for Waste Removal Services for the Salem County Special Services and Vocational Technical School Districts**. The Districts accept no liability for bids opened or unopened in error due to the absence of such prominent notation.

Contract Form

This bid package, which includes indemnification, insurance, termination and licensing provisions, becomes part of the contract upon the Bidder's signature. The successful bidder shall be required to execute Salem County Special Services and Vocational Technical School District's approved contract form which includes specific dates and the authorized Salem County Special Services and Vocational Technical School Districts signatures. Where inconsistent, the terms of the District's contract shall prevail. Examples of such contract documents are available in The Salem County Special Services and Vocational Technical School Districts Purchasing Department.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the District's arising out of, or by reason of, the work done, and materials furnished under this Contract.

All bidders shall complete and sign all contract forms. All addenda issued prior to bid receipt date must also be signed and returned with the bid. Bidders are cautioned to fill in all information as requested on the bid form as a basis for making awards. Price information must be clearly indicated on lines provided.

Failure to provide this information shall be cause for rejection of bid as submitted.

Use of the Check List in this package to assure that all documents are submitted is recommended.

By submitting a bid, the prospective vendor covenants and agrees that it fully understands all obligations and that no cancellation or relief from compliance with these bid specifications because of any misunderstanding or lack of information will be allowed.

Vendor Inquiries

All inquiries from vendors with respect to the specifications shall be directed to the Purchasing Agent at (856) 769-0101 ext. 5124.

Standard Terms and Conditions

1. Terms Governing all Contracts

- 1.1 Unless the bidder is specifically instructed otherwise in this bid packet, the following terms and conditions shall apply to all contracts or purchase agreements made with the Salem County Special Services and Vocational Technical School Districts. These terms are in addition to the terms and conditions set forth in the contract form and should be read in conjunction with the same unless the bid packet specifically indicates otherwise. In the event that the bidder would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the contract, the bidder must present those conflicts in an attached document clearly marked "Conflicts with Terms and Conditions" for the Salem County Special Services and Vocational Technical School Districts to consider. This document must be attached to the bid packet and must be signed and dated by an official of the proposing company. Any conflicting terms and conditions that the Salem County Special Services and Vocational Technical School Districts are willing to accept will be reflected in an addendum to the bid packet. The District's terms and conditions shall prevail over any conflicts set forth in a bidder's proposal that were not submitted through the above process and approved by the District's. Nothing in these terms and conditions shall prohibit the District's Solicitor from amending a contract when the Solicitor determines it is in the best interests of the District's.
- 1.2 **Exceptions to Specifications** - Exceptions, if any, to the specifications, shall be noted on the Bid Form, and must be detailed in writing at the time of the bid. Exceptions to the specifications must be attached to the bid packet and must be noted "Exceptions to Specifications" and must be signed and dated by an official of the bidding company. Please note that bids received without any exceptions noted shall be assumed to be in complete compliance with the specifications. It should be noted that failure to list "Exceptions to Specifications" shall in no way provide relief to vendors providing services which do not meet the technical specifications. Vendors found to be supplying services which are not identified as "Exceptions to Specifications" shall be subject to legal action.
- 1.3 **Addenda** - Each and every request for interpretation of these specifications shall be made in writing, addressed and forwarded to the Salem District's Purchasing Agent, who may send written instructions to the prospective bidders in the form of addenda. If an addendum is issued, prospective bidders shall acknowledge receipt of such on the form provided within this bid document, entitled "Acknowledgment of Receipt of Addenda", and must return this form with their submission. Failure to acknowledge and return with your submission the receipt of any issued addenda for this bid on the "Acknowledgement of Receipt of Addenda" form provided in this bid document shall be cause for your bid to be rejected. N.J.S.A. 40A:11-23.2.e.
- 1.4 **Oral Instructions** - Neither the Salem County Special Services and Vocational Technical School Districts nor its authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.
- 1.5 **Reservations** - The Salem County Special Services and Vocational Technical School Districts reserves the right to reject any or all bids, if necessary, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item, items or services in the bids should it be deemed in the best interest of the District's to do so. The Board of Education for Special Services and Vocational Technical School Districts also reserves the right to split bids, award individual items, or to award groups of items and categories of items.
- 1.6 **Time for Making Awards** - The Salem County Special Services and Vocational Technical School Districts normally awards contracts or rejects all bids within thirty (30) days, but in no case more than sixty (60) days. Exceptions to this schedule shall be in accordance with N.J.S.A. 40A:11-24, which provides that bidders, at the request of the contracting unit, may agree to have their bids held for consideration for a longer period.

- 1.7 **Brand Names** – Brand names or descriptions used in this specification 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. Where a brand name, trade name, or other references using a manufacturer's name or terms appear it is intended to be a guide referring to a specific quality, grade, style, or size. A product of equal quality will be considered but must be designated in accordance with the conditions specified in the "Exceptions to Specifications" document. For the purpose of evaluation, where an equivalent product is being bid, the bidder must indicate, no matter how slight, any variations from the items specified. If no variations are noted it will be construed that the bid fully conforms to the specifications in every instance. The decision by the Salem County Special Services and Vocational Technical School Districts Purchasing Agent for the Salem County Special Services and Vocational Technical School Districts as to whether a bid alternative or substitute is in fact equal, shall be final and without recourse.
- 1.8 **Chemical Abstracts** - The manufacturer or supplier of a substance or a mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the District's to assure that every container bears a proper label at a District's facility. This complies with P.L. 1983, Chapter 315, "Worker Right to Know Act", subsection B, section 14. Further, all applicable Material Safety Data Sheets (MSDS) must be furnished, in legible form, to the Salem County Special Services and Vocational Technical School Districts.
- 1.9 **Tie Bids** - The Salem County Special Services and Vocational Technical School Districts reserves the right to award at their discretion to any one of the tie bidders.
- 1.10 **Signatures** - The bid must be signed in ink by a company official in order to be accepted by the Salem County Special Services and Vocational Technical School Districts as a valid bid. Failure to sign the bid may result in your bid being rejected.
- 1.11 **Differences** - The District's may, after bids are opened, request from any vendor, clarification of any statement or information contained in their bid. Should any differences arise between the contracting parties as to the meaning or intent of these Instructions or Specifications, the District's Purchasing Agent or his designated representative's decision is to be final conclusive.
- 1.12 **Mailed Bids** - Bids may be hand delivered or mailed consistent with the provisions of the legal notice to bidder. In the case of mailed bids, the Districts assume no responsibility for bids received after the designated date and time and will return late bids unopened.
- 1.13 **American Produced Goods** - Only manufactured and farm products of the United States, wherever available, shall be used under this contract pursuant to N.J.S.A. 40A:11-18. However, the decision of the Salem County Special Services and Vocational Technical School Districts Board of Education will be paramount where a price discrepancy favors the foreign goods or products and said decision does not conflict with the law.
- 1.14 **Conflicts of Interest** - No bidder shall influence, or attempt to influence or cause to be influenced, any District's officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. No bidder shall cause or influence, or attempt to cause or influence, any District's officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the bidder or any other person.
- 1.15 **Trademark** - By submission of the bid, the bidder certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful bidder shall, at its expense, defend any and all actions or suits charging such infringement, and will save the District's harmless in any case of any such infringement.

2. State Law Requirements

These specifications, instructions to bidders, and all accompanying documents, the bid and contract awarded to the successful bidder shall be construed in accordance with the laws of the State of New Jersey.

- 2.1 **Bid Security** - *(Not required for this bid)*
- 2.2 **Performance Bond** - *(Not required for this bid)*
- 2.3 **Public Works Contractor Registration** - *(Required for this bid)* Effective April 11, 2000, the Public Works Contractor Registration Act, P.L. 1999, C.238, specifies that no contractor or subcontractor shall bid on or engage in any contract, or part thereof, for public work which is subject to the provisions of the New Jersey Prevailing Wage Act, P.L. 1963 C. 150 (C.34:11-56.25 et seq.), for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a subcontractor unless they are registered with the Commissioner of Labor. For the purpose of the Public Works Contractor Registration Act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or public institution. If required, bidders must include with their bid submission either 1) a copy of their New Jersey Contractor Registration Document, or 2) a copy of their completed and submitted Application for Public Works Contractor Registration Form. If the bidder includes in their bid submission a copy of their completed and submitted Application for Public Works Contractor Form, such submission shall establish eligibility for contract award for a period of thirty (30) calendar days. If subcontractor and lower tier subcontractors are to be used by your company to perform any aspect or component of the project described herein, you must provide with your bid submission all of the abovementioned documentation for every subcontractor and lower tier subcontractor. It is important to note that, although not required to register, contractors who perform covered work on public projects not included in the abovementioned definition of public works must still comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56-25 et seq., as regards to the payment of prevailing wage rates and the keeping and submitting of certified payroll records
- 2.4 **Prevailing Wage Act** – *(Required for this bid)* The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the Salem County Special Services and Vocational Technical School Districts, except those contracts which are not within the contemplation of the Act. The bidder's signature on the bid form is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by the specifications has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by the specifications shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 2.5 **Business Registration** - Pursuant to N.J.S.A. 52:32-44, the Salem County Special Services and Vocational Technical School Districts is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the bid have a valid Business Registration Certificate on file with the Division of Revenue. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: the contractor shall provide written notice, to its subcontractors to submit proof of Business Registration to the contractor; prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of Business Registration or provides false Business Registration information shall be

liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each Business Registration not properly provided or maintained under a contract with a contracting agency. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

- 2.6 **Anti-Discrimination** - All parties to any contract with the Salem County Special Services and Vocational Technical School Districts agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.
- 2.7 **Pay to Play Prohibitions** - Pursuant to N.J.S.A. 19:44A-20.13 et seq (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to: make or solicit a contribution in violation of the statute; knowingly conceal or misrepresent a contribution given or received; make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; fund contributions made by third parties, including consultants, attorneys, family members, and employees; engage in any exchange of contributions to circumvent the intent of the Legislation; or directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.
- 2.8 **Americans with Disabilities Act** - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.
- 2.9 **Affirmative Action Law** - In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report.
- 2.10 **Corporate Disclosure** – No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its bid, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (N.J.S.A. 52:25-24.2, P.L. 1977, Chapter 33).
- 2.11 **Financial and Ability Verification** – The District's, pursuant to the Local Public Contracts Law, NJSA 40A: 11-1 et seq., may require from any person proposing to Bid heron a statement showing his financial ability and experience in performing public work before furnishing him with the Contract Documents, therefore, and if not satisfied with the sufficiency of the statement, may refuse the Contract Documents to him.
- 2.12 **Indemnification** - The bidder or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Salem County Special Services and Vocational Technical School Districts harmless from, shall indemnify and shall defend the Salem County Special Services and Vocational Technical School Districts against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the bidder's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the bidder's failure to provide for the safety and protection of its employees, or from bidder's performance or failure to perform pursuant to the terms and provisions of this Contract.
- 2.13 **Political Contribution Disclosure** – The successful vendor will be awarded this contract based on

merits and abilities of that vendor to provide the goods and services as described herein. In the event this contract is not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq., the undersigned will hereby attest that vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one year period preceding the award of the contract that would, pursuant to P.L. 2004, C19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Salem County Special Services and Vocational Technical School Districts if a member of that political party is serving in an elective public office of that District's when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Salem County Special Services and Vocational Technical School Districts when the contract is awarded.

- 2.14 **N.J.S.A. Statue 34: 9-2** - Resident citizens to be preferred in employment on public works. In the construction of any public work for the state, or any county, city, township, borough, or other municipal corporation or any board, committee, commission or officer thereof, whether the same be a building, excavation, sewer, or drainage construction, road building, paving, bridge, or any other form or kind of public work, preference in employment thereon shall be given to citizens of the State of New Jersey who have resided and maintained domiciles within the State for a period of not less than one (1) year immediately prior to such employment. Persons other than citizens of the State may be employed when such citizens are not available. Every contract for the construction of public works shall provide that if this section is not complied with the Contract shall be voidable at the instance of the State or County. All boards, officers, agents or employees having the power to enter into contracts which provide for the expenditure of public money on public works, shall file in the Office of the Commissioner of Labor the name and address of all Contractors holding Contracts with the state, or any county, or municipal corporation, or with any board, committee, commission or officer thereof. Upon the demand of the Commissioner a Contractor shall furnish a list of name and address of all his or its Subcontractors. Each Contractor performing work for the state, or for any county, or municipal corporation, or for any board, committee, commission, or officer thereof shall keep a list of his or its employees, stating whether they are native born citizens or naturalized citizens, and in case of naturalization, the date thereof and the name of the court in which granted. Any person, firm, or corporation violating the provisions of this section shall be deemed and adjudged a disorderly person, and upon conviction shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) or by imprisonment of not less than thirty days (30) nor more than ninety days (90), or by both such fine and imprisonment.

3. Insurance (Required for this contract)

- 3.1 The successful vendor shall not commence any work in connection with the awarded contract until all of the following types of insurance have been obtained and the Solicitor for the Salem County Special Services and Vocational Technical School Districts has approved the insurance policies. All insurance policies shall be obtained from an insurance company authorized to conduct business in the State of New Jersey and one that maintains an office in the State of New Jersey. The vendor shall furnish proof of insurance coverage by Certificate of Insurance accompanying the contract documents and shall name the Salem County Special Services and Vocational Technical School Districts as additional insured. Such Certificate of Insurance shall provide that the insurance company gives the Salem County Special Services and Vocational Technical School Districts thirty (30) days prior notice of any changes or cancellation terms of such policies during the period of coverage. The Salem County Special Services and Vocational Technical School Districts shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of any such deductible shall be the sole responsibility of the vendor

providing such insurance.

- 3.2 The bidder's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- 3.3 On any construction, reconstruction, alteration, or similar project, the Contractor shall require each Subcontractor to carry insurance coverage equal to or exceeding the type and level of coverage required to be carried by the Contractor. This coverage shall be in addition to the coverage carried by the Contractor and shall list the Board of Salem County Special Services and Vocational Technical School Districts Board of Education as Additional Insured on the policy.
- 3.4 It shall be the responsibility of the successful vendor to maintain in force such insurance policies named herein during the life of this contract.

WORKER'S COMPENSATION INSURANCE, including Occupational Diseases, shall be required of the successful vendor, covering its employees engaged in the work, in accordance with the statutory requirements of the laws of the State of New Jersey. The Worker's Compensation Insurance Policy shall contain an Employee's Liability endorsement providing limits of not less than statutory requirements.

GENERAL PUBLIC LIABILITY INSURANCE shall be required of the successful vendor, which shall also include Products Liability, including losses, injury, or damage resulting from the performance of this agreement, with a limit of not less than \$1,000,000.00 single limit bodily injury and/or property damage combined from damages arising out of bodily injury and/or property damage combined from damages arising out of bodily injuries to or death of all persons in any one occurrence and for damages to, or destruction of property including the loss of use thereof in any one occurrence, and \$2,000,000.00 aggregate property damage per accident. (Resolution 94-226, 6/22/94)

AUTOMOBILE LIABILITY INSURANCE shall be required of the successful vendor, with a limit of not less than \$1,000,000.00 single limit bodily injury and/or property damage combined for damages arising out of bodily injuries to, or death of all persons in any one occurrence and for damages to, or destruction of property, including the loss of use thereof in any one occurrence covering owned, non-owned, or hired vehicles.

4. Terms Related to Price and Payment

- 4.1 Carelessness in quoting prices or in preparation of the bid otherwise shall not relieve the bidder. All quotations made on the bid form shall be made with a typewriter, or pen and ink. Any alterations, erasures, and/or white outs shall be initialed in ink by the bidder. Failure to provide all information, and/or failure to initial alterations may cause your bid to be rejected.
- 4.2 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 Salem County Special Services and Vocational Technical School Districts. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In the case of rejected materials, the vendor shall be responsible for return freight charges.
- 4.3 **Additional Claims** - The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions related to the contract.
- 4.4 **Items Bid** - No bidder will be allowed to offer more than one price on each item even though he may feel that he has two (2) or more types/products that will meet the specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more

than one price on any item, all prices for the item shall be rejected. If the amount shown in words and its equivalent in words 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 in the summation of the extended totals, the computation by the Salem County Special Services and Vocational Technical School Districts of the extended totals shall govern.

- 4.5 **Quantity** - Unless otherwise specified on the Bid Form or in the Special Instructions for individual classes of commodities, the quantities listed are approximate only, and the Districts don't guarantee to purchase any definite, minimum, or maximum quantities.
- 4.6 **Taxes** - The Salem County Special Services and Vocational Technical School Districts are exempt from any State sales tax or Federal excise tax. In submitting its bid, the bidder certifies that its total base bid does not include any NJ State Sales Tax.
- 4.7 All bids submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- 4.8 **Payment** - A purchase order will be issued for each order from the Salem County Special Services and Vocational Technical School Districts Purchasing Department. No other order shall be accepted. With each purchase order, a voucher will be submitted for a Claimant signature. The vendor will sign the voucher and return it to the User Department. Upon receipt of the entire order, the payment will be sent the third Thursday of the following month. Proof of delivery documentation shall be attached to all vouchers submitted for payment. Please note that Salem County Special Services and Vocational Technical School Districts vouchers received by the 25th day of a month are normally paid the third Thursday of the following month. Promptness in submitting vouchers is of advantage to the vendor. The Districts shall not be responsible for any late fees or service fees.
- 4.9 **New Jersey Prompt Payment Act** - The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed Purchase Order or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the Salem County Special Services and Vocational Technical School Districts prior to processing any payments for goods and services accepted by state agencies.

5. Terms Related to Termination/Cancellation

- 5.1 **Termination for Default** - The contractor's right to perform this contract may be terminated by the District's in the event services are not performed as called for in the contract. Thereafter, the District's may have the service performed by others and the Contractor shall be liable for all costs to the District's in excess of the contract price for the remaining portion of the contract.
- 5.2 **Termination for Convenience** - If the Districts elect to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for the loss of anticipated revenue on the cancelled portion of the contract.
- 5.3 **Cancellation for Unappropriated Funds** - Salem County Special Services and Vocational Technical School Districts obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the Salem County Special Services and Vocational Technical School Districts for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the District's Treasurer and made available through receipt of revenues.

END OF GENERAL INSTRUCTIONS

Technical Specifications

Scope

The successful quote shall provide and be responsible for all equipment, including but not limited to dumpsters and vehicles, exterior containers, interior collection containers, landfill tipping fees, transportation, and labor to provide rubbish and solid waste and recyclable material collection and disposal for various buildings for the Salem County Special Services and Vocational Technical School Districts in accordance with these specifications.

Contractor's Responsibility

1. The successful contractor must supply all rubbish/solid waste, recyclable materials, and cardboard containers except as noted elsewhere in this specification. All containers shall be of sturdy metal or plastic fabrication of at least two (2) cubic yards capacity, except where noted elsewhere in this specification, and shall be so constructed as to have two (2) hinged lids for insertion of materials which must fit properly to keep the container closed except when access is needed for insertion of rubbish/solid waste and recyclable materials. Some containers may require that they be front-loading and the contractor shall provide such, when required.

Some containers, at the discretion of the Director of Buildings and Grounds, shall be required to be equipped with a key lock mechanism sufficient to prevent unauthorized placement of rubbish/solid waste and recyclable materials. The vendor shall provide, for each location, at least one set of keys to the Facilities Management Department, and one set of keys to the Director of Buildings and Grounds. The key lock mechanism shall be maintained and replaced if necessary by the vendor at the complete discretion of the Director of Buildings and Grounds. The vendor shall be responsible for providing their truck drivers with keys to open the containers at the time of pick up and the truck drivers shall be responsible for re-locking and securing the containers before they leave.

The successful contractor shall maintain and keep all containers in good condition and in neat, clean appearance and shall paint or otherwise refurbish or repair same when necessary or replace same when refurbishing and repairs are no longer reasonably practical. The containers shall be periodically sprayed or otherwise treated with disinfectant and deodorant as requested by the Salem County Special Services and Vocational Technical School Districts.

2. The successful contractor shall supply such quantities of collection containers as may be necessary at each of the buildings but in at least the minimum quantities set forth in this specification. The containers shall be placed in such locations at the buildings as shall be directed by the building administrator or their designee.
3. The collection and removal of rubbish/solid waste and recyclable materials shall be made in such a manner that no rubbish, solid waste, or recyclable material remains on the ground in the general area surrounding the containers or otherwise on District's property as a result of the activities of the contractor. It shall be the contractor's responsibility to

clean the area of rubbish/solid waste and recyclable materials which results from his activity.

4. The contractor must comply with all applicable laws of the State of New Jersey and all ordinances of the County of Salem as well as municipalities wherein the buildings are located, pertaining to the collection and transportation of rubbish/solid waste and recyclable materials, etc. This specifically includes, but is not limited to "Flow Control" regulations.
5. All containers shall be clearly marked and identified for the materials intended such as "Recycled Paper", "Cardboard", "Solid Waste", etc.
6. The successful vendor shall contact each location supervisor to schedule the days and times for pick up of all trash and recyclables. These dates and times shall be at the discretion of the location supervisor.
7. No inspection of locations shall be scheduled. Bidders are, however, encouraged to make arrangements through the Director of Buildings and Grounds to inspect locations. Call (856) 769-0101 ext. 5300 for arrangements.

Terms of the Agreement

The contract shall be for a period of three (3) years (36 months) beginning July 1, 2025 through June 30, 2028. Quote price shall remain firm for the entire one-year contract.

Payment

Payment for completion of said monthly service will be made by the issuance of a Purchase Order from the Salem County Special Services and Vocational Technical School Districts Purchasing Department. No other order shall be accepted. With each purchase order a voucher will be submitted for Claimant signature. The vendor will sign the voucher and return it to the using department who will forward the same to the Accounts payable Departments for payment.

Invoices for pick up locations shall be submitted as follows:

1. Career and Technical High School invoices shall be submitted to:

SCVTS Accounts Payable Department

880 Route 45

Woodstown, NJ 08098

Attention: Randy Wentzell

Phone: (856) 769-0101, ext. 5300

2. Salem Campus invoices shall be submitted to:

SCSSSD Accounts Payable Department

880 Route 45

Woodstown, NJ 08098

Attention: Randy Wentzell

Phone: (856) 769-0101, ext. 5300

3. Daretown Campus invoices shall be submitted to:

SCSSSD Accounts Payable Department

880 Route 45
Woodstown, NJ 08098
Attention: Randy Wentzell
Phone: (856) 769-0101, ext. 5300

4. Cumberland Campus invoices shall be submitted to:

SCSSSD Accounts Payable Department

880 Route 45
Woodstown, NJ 08098
Attention: Randy Wentzell
Phone: (856) 769-0101, ext. 5300

Regulations

The contractor shall comply with any and all Federal, State, County, Municipal, or local laws and regulations now in effect or hereafter promulgated, which apply to solid waste collection and disposal, recycling, and transportation. The contractor shall also comply with the Salem County Solid Waste Management Plan, including recycling, and any approved amendments to such plans, including, but not limited to "Flow Control".

Technical Specifications

The contractor shall be responsible for collection, removal and transportation of all materials from all locations as listed in this specification. All costs of disposal and recycling, including, but not limited to, landfill tipping fees, shall be borne by the contractor and shall be fixed and unchangeable for the term of the contract. The contractor shall not request and shall not be reimbursed for any other fees, including but not limited to, fuel fees, fuel surcharges, sorting fees, mileage fees, overtime fees, tolls, transportation charges, etc.

Containers may be increased or decreased in size, shifted in location, or eliminated at the option of the District, based upon the needs of each location.

The Districts, at its option, may cancel the contract by giving thirty (30) calendar days written notice.

Containers at all locations shall be maintained by the contractor in good repair for easy handling and shall be painted to maintain a clean and neat appearance. There shall be no visible rust or openings which allow materials to leave the containers during the collection and storage process. The contractor shall paint, replace, or repair all containers as deemed necessary by the location supervisor, within a reasonable period of time.

Some exterior located containers may be required to be secured with a key lock mechanism as described herein.

All containers must be clearly identified for the service intended.

In conformance with the Salem County Solid Waste Plan, the following materials will be source-separated for recycling and not mixed with solid waste for collection under terms of this agreement:

- A. Paper, including:
 - 1. Computer paper
 - 2. Newspaper
 - 3. Various office paper
 - 4. Cardboard
- B. Containers, including:
 - 1. Aluminum cans
 - 2. Tin cans
 - 3. Plastic containers
 - 4. Glass bottles

All acceptable metal, glass, and plastic materials, shall be commingled in one container for pick up. Newspapers, office paper, and corrugated cardboard may be co-mingled for pick up.

Contractor will make pick-ups before the start of the district's working day whenever possible.

Contractor will agree to provide containers specified in the specifications.

The containers will be provided with a means of engagement, pick-up, dumping, and disengagement.

Solid waste containers of the appropriate type, size, and capacity for the specific location shall be of all steel construction with tight fitting lids. The containers shall be fire-proof, rodent-proof, and spill-proof. All solid waste containers shall have split lids and will be neatly painted at all times. Top loading containers will be provided with a stop latch that will hold lids open for loading. Absolutely no casters shall be permitted on containers unless otherwise specified elsewhere in this document.

Recycling containers of the appropriate type, size, and capacity for the specific location may be of steel or plastic construction, at the mutual discretion of the contractor and the location supervisor. All containers shall have tight fitting lids. Some adjustment in container sizes may be required during the term of the contract. Space limitations may dictate the type and size of containers to be located in individual sites.

To prevent unreasonable delay in servicing collection points caused by breakdown, the contractor shall have a standby vehicle within one (1) hour in case of breakdown.

All containers are to be supplied by the contractor unless otherwise specified in this specification.

The successful vendor agrees to respond to requests for unscheduled pickups in a timely manner, within a typical forty-eight (48) hour notice unless an emergency condition presents itself.

It shall be the responsibility of the bidder to visit the sites and tour the facilities to be serviced under this contract.

Contractor shall be subject to security clearance.

Definitions

- Acceptable aluminum containers shall mean metal aluminum containers of the type commonly used for the packaging of beverages and food products.
- Acceptable bi-metal containers shall mean those cans with side and bottom construction made of steel and with top construction made of aluminum.
- Corrugated shall mean corrugated containers having liners of either test liner, jute, or craft.
- Office paper shall mean at a minimum, white high-grade paper, fine paper, bond paper, computer paper, offset paper, xerographic paper, mimeo paper, duplicator paper, and related types of cellulosic material containing not more than ten (10) percent by weight of volume of non-cellulosic material such as laminates, bonders, coatings, or saturates.

Deductions for Non-Performance

For deductible deficiencies listed below, a deduction of twenty dollars (\$20.00) will be made for each container involved for each incident:

- A. Failure to service collection point when scheduled.
- B. Failure to pick up spillage.
- C. Failure to keep the container mechanically sound, clean, painted, and free of wiring.

Disposal of Recycled Materials

The contractor shall dispose of all recycled materials in accordance with all Federal, State, County and Local laws and regulations. All costs related to the disposal of recycled products shall be the responsibility of the contractor. Any money that the contractor receives for the sale of the recycled materials shall be the contractor's to keep.

Pick Up Schedule

After the contract award has been made, the successful vendor shall contact each building or location supervisor to schedule the days and times that the removal of all rubbish and recyclables is to take place. Once set these days and times shall remain unchanged unless altered by the Director of Buildings and Grounds. The days shall be set at the final discretion of the Director of Buildings and Grounds.

Bin Number One - Recyclable materials

Bin Number Two - Mixed Trash

Official Quote Form

Location A

Total Monthly Cost

Extended Yearly Cost

Salem County Vo-Tech
880 Route 45, Woodstown, NJ

\$ _____

\$ _____ (A)

- Two (2) eight (8) cubic yard containers picked up three (2) times per week- (1- solid waste, 1-recyclable) (Outside District Office)
- One (1) thirty (30) cubic yard containers picked up as needed (C- Compound)
- Two (2) eight (8) cubic yard containers picked up three (2) times per week-solid waste (C-Compound)
- One (1) eight (8) cubic yard containers picked up three (2) times per week-solid waste (D-Compound)

Location B

Total Monthly Cost

Extended Yearly Cost

Salem Campus
45 Cheney Road, Woodstown, NJ

\$ _____

\$ _____ (B)

- Two (2) eight (8) cubic yard containers picked up three (2) times per week- (1- solid waste, 1-recyclable) (Rear parking area)

Location C

Total Monthly Cost

Extended Yearly Cost

Daretown Campus
404 Daretown Road, Elmer, NJ

\$ _____

\$ _____ (C)

- Two (2) eight (8) cubic yard containers picked up three (2) times per week- (1- solid waste, 1-recyclable) (Rear of building)

Location D

Total Monthly Cost

Extended Yearly Cost

Cumberland Campus
13 Ramah Road, Bridgeton, NJ

\$ _____

\$ _____ (D)

- Two (2) eight (8) cubic yard containers picked up three (2) times per week- (1- solid waste, 1-recyclable) (Rear of building)

TOTAL ANNUAL LUMP SUM QUOTE (SECTION A)	\$
TOTAL ANNUAL LUMP SUM QUOTE (SECTIONS B + C + D)	\$

Written	Total	Annual	Lump	Sum	Bid
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Do you have any exceptions to the specifications? Yes _____ No _____. If yes, list them as required in the section 1.2 of this bid packet.

Do you have any conflicts with the Terms and Conditions? Yes _____ No _____. If yes, list them as required in the section 1.1 of this bid packet.

Do you intend to use subcontractors to perform any aspect of the work described herein?
 Yes _____ No _____. If yes, you must complete the Subcontractor List and provide all of the documentation for subcontractors as detailed and required herein.

OPTIONAL SERVICES

The County of Salem may require the removal of various items such as white goods, automobile and truck tires, and automobile and truck batteries, on an unscheduled, as needed basis.

Provide the cost for the following, including any applicable hauling fees, landfill charges, tonnage fees, etc. for the following items:

- 30 cubic yard roll off container-weekly rental: _____

- White goods, such as refrigerators, clothes washers and dryers, etc. : _____

- Automobile and truck tires: _____

- Automobile and truck batteries: _____

- Emergency response 24/7/365 with 2 hours notice: _____

Vendor Information Sheet

In order to guarantee that all future correspondence is directed to the correct person, assure proper ordering, and to expedite future payments, the following information must be provided with this bid:

Name of Business: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Website: _____

Contractor's Contact Information:

Name: _____

Business Hours Phone: _____ Mobile Phone: _____

After Hours Phone: _____ Pager: _____

Contractor's Project Superintendent:

Name: _____

Business Hours Phone: _____ Mobile Phone: _____

After Hours Phone: _____ Pager: _____

Contractor's Emergency Contact Person:

Name: _____

Business Hours Phone: _____ Mobile Phone: _____

After Hours Phone: _____ Pager: _____

Subcontractor Disclosure

Pursuant to Article 40A:11-16, there will be set forth in the Bid the name or names of all Subcontractors to whom the Bidder will Subcontract to for this particular Bid. With each sub listed, a copy of their Contractor Registration Certificate must be provided to the District's Purchasing Agent prior to any Contract being awarded. The Salem County Special Services and Vocational Technical School Districts require that all bidders list all subcontractors (including any and all sub-sub-contractors) who will complete work on this project. **After bids are opened, no changes or substitutions to this subcontractor list will be permitted without written permission from the Salem County Special Services and Vocational Technical School Districts. Please include the name, address, and work to be completed by each subcontractor or sub-sub-contractor:**

1.) _____

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2.) _____

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3.) _____

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4.) _____

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5.) _____

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Note:

Do not leave the subcontractor pages blank. If you do not intend to use any subcontractors then you must so state that you will not be using subcontractors in the appropriate place on each page.

Prevailing Wage

Contractor/s and Sub-contractor/s for the Salem County Special Services and Vocational Technical School Districts, State of New Jersey:

As required by law, you must pay prevailing wages. In addition, any subcontractor you employ must also pay prevailing wages. It is your responsibility to make sure your sub-contractors are paying prevailing wages. Salem County Special Services and Vocational Technical School Districts have a wage and hour compliance office. A representative from that office will periodically interview your employees on this project to confirm that they are, in fact, receiving the New Jersey prevailing wages and benefits.

In addition, immediately upon beginning the project, you must provide a certified copy of your weekly/bi-weekly payroll records and your sub-contractors, also your certified payroll must show hourly benefits and gross benefits that are paid to each employee as set forth by New Jersey prevailing rates. Payroll reports must include hourly rate, total hours, hourly benefits, gross benefits and gross pay. The wage-hour compliance documentation must be submitted to the Salem County Special Services and Vocational Technical School Districts Purchasing Agent within (10) days of payment of wages.

Effective June 11, 1997, the state of New Jersey will no longer recognize apprentices registered outside of the state. Should any apprentice from another state presently be working in the state of New Jersey, they must now be paid the full journeyman's rate, unless they are a member of a collective bargaining unit whose jurisdiction, according to the agreement, covers territory within New Jersey. Therefore, pursuant to title 29 CFR section 29.12 (b)(8), we do not recognize apprentice programs for other states.

Should this be a non-union contractual firm, your employees are to receive the New Jersey prevailing rates plus all benefits in their weekly/Bi-weekly wages. Should contractors or sub-contractors be from another state, the New Jersey prevailing wage determination and benefits must be paid.

Failure to comply and submit certified payroll reports could result in a stop payment order in and monies due. Additionally, any forms to be completed by the primary or subcontractors must be returned to the Purchasing Agent prior to the start of any project.

SIGNATURE: _____ DATE: _____

Affirmative Action Requirements

RESPONDENTS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 (N.J.S.A. 10:5-31, et seq.). See also N.J.A.C. 17:27 et seq.

REQUIRED AFFIRMATIVE ACTION EVIDENCE:

- A. **PROCUREMENT & SERVICE CONTRACTS** (which are not subject to a federally approved or sanctioned affirmative action program). All successful vendors must submit within seven (7) calendar days of the notice of intent to award or the signing of the contract, whichever is sooner, one of the following:
 - 1. A PHOTOCOPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL
 - 2. A PHOTOCOPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT
 - 3. A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT AA-302

- B. **CONSTRUCTION CONTRACTS** ALL SUCCESSFUL CONTRACTORS MUST SUBMIT WITHIN THREE (3) CALENDAR DAYS OF THE SIGNING OF THE CONTRACT AN INITIAL PROJECT MANNING REPORT AA-201 FOR ANY CONTRACT AWARD THAT MEETS OR EXCEEDS THE PUBLIC AGENCY BIDDING THRESHOLD.

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

TITLE: _____

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 hereunder, 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.

Americans with Disabilities Act

The Contractor and the District's do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (The "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this Contract. In providing any aid, benefit, or service on behalf of the District's pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with this Act. In the event that the Contractor, its agents, servants, or employees, or subcontractors violate or are alleged to have violated this Act during the performance of this contract, the Contractor shall defend the District's in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless, the District's, 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 his own expense, appear, defend, and pay any and all 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 District's grievance procedure, the Contractor agrees to abide by any decision of the District's which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the District's or if the District 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 District's 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 District's or any of its agents, servants, and employees, the District's shall expeditiously forward or have forwarded to the Contractor, every demand, complaint, notice, summons, pleading, or other process received by the District's or its representatives.

It is expressly agreed and understood that any approval by the District's 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 District's pursuant to this paragraph.

It is further agreed and understood that the District 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 the 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 constructed to relieve the Contractor from any liability, nor preclude the District's from taking other actions available to it under any other provisions of this Agreement or otherwise at law.

Equal Employment Opportunity Language

EXHIBIT A (Revised 04/10)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of 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 District's employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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 AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.us/treasury/contract_compliance)

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

I, the undersigned, do hereby agree to the terms as outlined in EXHIBIT A (Revised 04/10) from the New Jersey Public Law 1975, c. 127 (NJAC 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS in the State of New Jersey.

SIGNATURE _____

PRINT NAME _____ TITLE _____

COMPANY _____

ADDRESS _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

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

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

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): _____

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* 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 *<type of contracting unit>* to notify the *<type of contracting unit>* 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 *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

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

Consent of Insurance Coverage

WHEREAS, _____ as principal, has submitted a bid to provide goods and/or services as specified herein to the Salem County Special Services and Vocational Technical School Districts, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith;

NOW, THEREFORE BE IT KNOWN THAT, if the Salem County Special Services and Vocational Technical School Districts shall accept the bid of the Principal and the Principal shall enter into a contract with the Salem County Special Services and Vocational Technical School Districts in accordance with the terms of such bid, we the undersigned, do hereby state that we will provide the principal with insurance coverage as set below:

- A. The insurance to be provided shall be underwritten by a company licensed to conduct business in the State of New Jersey and who also maintains an office in the State of New Jersey.
- B. Comprehensive General Liability insurance in an amount no less than \$1,000,000.00 combined single limit including broad form comprehensive general liability insurance liability endorsement, and \$2,000,000.00 aggregate property damage per accident; and shall include provisions for thirty (30) days prior written notice to the Salem County Special Services and Vocational Technical School Districts of any changes, modifications, or cancellation of such coverage. The Salem County Special Services and Vocational Technical School Districts shall be included as an additional named insured.
- C. Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, non-owned, or hired vehicles and shall include provisions for thirty (30) days prior written notice to the Salem County Special Services and Vocational Technical School Districts of any changes, modifications, or cancellation of such coverage. The Salem County Special Services and Vocational Technical School Districts shall be included as an additional named insured.
- D. All policies maintained shall name the Salem County Special Services and Vocational Technical School Districts as an additional named insured and shall provide for thirty (30) days prior written notice to the Salem County Special Services and Vocational Technical School Districts of any changes, modifications, or cancellation terms of such policies and we shall provide the Office of the County Counsel with certificates of insurance evidencing such policies and provisions.
- E. All required insurance coverage must be in effect no later than 12:01 A.M., prevailing time, at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

PRINCIPAL:

Sworn to and subscribed
Before me on this _____
Day of _____
20____.

(Bidder's Company Name)

(Authorized Signature for the Principal)

INSURER:

NOTARY PUBLIC
My commission expires: _____

(Insurer's Company Name)

(Authorized Signature for the Insurer)

Non-Collusion Affidavit

State of _____

ss:

County of _____

I, _____ (Name of Affiant) residing in _____ (Name of Municipality) in the County of _____ and the State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ (Title or Position) of the firm _____ (Name of Firm) the bidder making the bid for the above named project, and that I executed the said bid with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that the Salem County Special Services and Vocational Technical School Districts in the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

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

Sworn to and subscribed
Before me on this _____
Day of _____,
20_____.

(Signature of Affiant)

(Print Name of Affiant)

NOTARY PUBLIC

My Commission expires: _____

Debarment Certification

Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. By signing and submitting this certification, the contracting firm is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contracting firm knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the District's may pursue available remedies including suspension and/or debarment.
3. The contracting firm shall provide immediate written notice to the Districts if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the District's for assistance in obtaining a copy of those regulations.
5. The contracting firm agrees by submitting this certification that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The contracting firm further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all subcontracts to this agreement as authorized by the District's.

CHOOSE ONE OF THE FOLLOWING:

() A. I hereby certify on behalf of _____ that neither it
(Name of Firm)nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by a federal department or agency.

() B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.

(Signature)

(Date)

Disclosure of Investment Activity in Iran

OPS Number: _____

Proposer: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

In accordance with Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

- I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed below nor any of the entity'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 below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification****

OR

- I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____ Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Salem County Special Services and Vocational Technical School Districts 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 contracts with the Salem County Special Services and Vocational Technical School Districts to notify the District's 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 agreements(s) with the Salem County Special Services and Vocational Technical School Districts and that the District's at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

Public Works Registration Compliance

Revised Contract Language for Public Works Contractor Registration Compliance

The Public Works Contractor Registration Act; P.L. 1999, c238

“The Public Works Contractor Registration Act” (P.L. 1999, c. 238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of P.L. 1963, c. 150(C:34:11-56.26), unless that Contractor/subcontractor registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act’s requirements. The registration fee has been set at \$300.00 per year. Upon the effective date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

It is important to note that the term “contractor” is defined in the Act as, “a person, Partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the “New Jersey Prevailing Wage Act,” P.L. 1963, c.150 (C.34:11-56.25., et seq.) and includes any subcontractor or lower tier subcontractor as defined herein.”

Registration forms, copies of the Act, and other relevant information were available as of January 2000. To be placed on our mailing list please contact:

[Contractor Registration Unit](#)

New Jersey Department of Labor
Division of Wage & Hour Compliance
P. O. Box 389
Trenton, New Jersey 08625-0389
Telephone: (609) 292-9464
Fax: (609) 633-8591
E-mail: contreg@dol.state.nj.us

As such, any bidder for this project shall submit with their bid or prior to any award, a copy of their certificate of registration for them and any subcontractors listed, issued by the New Jersey Department of Labor, Contractor Registration Unit form that they submitted to the NJ Department of Labor, Contractor Registration Unit prior to the bid opening date. Failure to submit this information shall be cause for rejection of your bid.

The bidder is responsible for obtaining copies of the certifications from all of the subcontractors for this project.

Business Registration Compliance

Revised Contract Language for Business Registration Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

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

- 1). the contractor shall provide written notice, to its subcontractors to submit proof of Business Registration to the contractor;
- *2). subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of Business Registration and subcontractors shall collect such proofs of Business Registration and maintain them on file;
- 3). prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 4). during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of Business Registration or provides false Business Registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each Business Registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

SAMPLES BUSINESS REGISTRATION CERTIFICATES



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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION: 970-097-282/000
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM BRC(06-01)

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
1000 BANK BUILDING
TRENTON, NJ 08646

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107230
ISSUANCE DATE: 07/14/04

John S. Kelly
New Jersey State Tax Director

This Certificate is NOT assignable or transferable. It must be accompanied by a receipt at above address.



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:
2084104112823633

Acknowledgment of Receipt of Addenda

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

No addenda were received

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

FAILURE TO ACKNOWLEDGE AND RETURN WITH YOUR BID SUBMISSION THE RECEIPT OF ANY ISSUED ADDENDA FOR THIS BID ON THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM SHALL BE CAUSE FOR YOUR BID TO BE REJECTED. N.J.S.A. 40A:11-23.2.e.