

BID SPECIFICATIONS
FOR
RENTAL AND CLEANING OF UNIFORMS

SUBMISSION DEADLINE: JULY 21, 2020 at 10 A.M.

LINDEN ROSELLE SEWERAGE AUTHORITY
5005 SOUTH WOOD AVENUE
P.O. BOX 4118
LINDEN, N.J. 07036

LINDEN ROSELLE SEWERAGE AUTHORITY

RENTAL AND CLEANING OF UNIFORMS

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THE LINDEN ROSELLE SEWERAGE AUTHORITY

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Purchasing Manager of the Linden Roselle Sewerage Authority in the Administrative Office, 5005 South Wood Avenue, Linden, New Jersey (P.O. Box 4118, Linden, New Jersey 07036) until 10 a.m., prevailing time, on July 21, 2020 at which time and place bids will be opened and read in public for the Rental and Cleaning of Uniforms for a period of three years commencing on or about September 1, 2020.

Specifications and instructions to bidders may be obtained at the Office of the Linden Roselle Sewerage Authority, 5005 South Wood Avenue, Linden, New Jersey during regular business hours, 8:30 A.M. until 4:00 P.M. Specifications and instructions to bidders may also be obtained in PDF format by emailing your request to mrichers@lrsanj.org or they can be downloaded from the Authority's website at www.lrsanj.org.

Any Bid Addenda will be issued on the Authority's website 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.

Bids must be submitted on the Bid Proposal Form furnished by the Authority. All Bids must be received enclosed in a sealed envelope, bearing the name of the bidder and clearly labeled "Bid for Rental and Cleaning of Uniforms" on the outside of the envelope. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receipt of bids.

All bids must be accompanied by a certified check, cashier's check or acceptable bid bond in the amount of ten (10%) percent of the amount of the bid, made payable to the Linden Roselle Sewerage Authority but in no case to exceed \$20,000.00. Said checks or bonds will be returned to the unsuccessful bidder(s) as prescribed by law.

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 et seq.

July 7, 2020

By: Jeffrey A. Williams
Acting Executive Director

SECTION A

INSTRUCTIONS TO BIDDERS

A-1 GENERAL INFORMATION

- A. Each bidder shall refer to all Specifications Sections for additional information affecting preparation of proposals.
- B. All drawings, specifications, and other documents, designated in the PROPOSAL and in the AGREEMENT will be considered a part of the PROPOSAL, whether attached or not.
- C. The recitation herein of requirements to be observed by bidders is for convenience. No effort is made to emphasize any particular provision of the Contract Documents, but bidders must familiarize themselves with every provision, term, condition, covenant and its effect.

A-2 SUBMISSION OF PROPOSAL

- A. Sealed proposals (Bids) will be received by The Linden Roselle Sewerage Authority in accordance with the Legal Notice to Bidders. The envelopes containing the proposals must be sealed and mailed or delivered to The Linden Roselle Sewerage Authority, P.O. Box 4118, 5005 South Wood Avenue, Linden, N.J. 07036-8118, Attn: Purchasing Manager and shall be marked on the outside with the name of the Bidder. Each sealed proposal envelope shall, in addition, be clearly marked on the outside with the title "Bid for Rental and Cleaning of Uniforms." Provide one (1) original and one (1) copy of the bid.
- B. All papers bound with or attached to the proposal are considered a part thereof and shall not be detached or altered when the proposal is submitted. All blank spaces for prices, signatures, addresses and other information must be filled in. Signatures shall be in longhand and be executed by a principal duly authorized to make contracts. Bidder's legal name shall be duly stated.
- C. All proposals shall be filed prior to the time and at the place specified in the Legal Notice to Bidders. It is the bidder's responsibility to see that bids are presented to the Purchasing Manager on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Authority disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in A. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. Each proposal shall be submitted on forms furnished by the Authority. A bid

package has been provided for all bidders with the Contract Documents. Oral faxed or emailed proposals will not be considered.

- E. The Authority reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

A-3 CONSIDERATION OF BIDS/CAUSES FOR REJECTING BIDS

- A. The Owner reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Authority to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure or irregular may be rejected, any bid having erasures or correction in the price sheet may be rejected, any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected, any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected, any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

No contract will be awarded except to a responsive, responsible bidder. The Owner reserves the right to award equal or tie bids at their discretion to any one of the tie bidders. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Owner may then, at its option, accept the bid of the next lowest responsible bidder.

- B. Bids may be rejected for any of the following reasons:
- All bids pursuant to N.J.S.A. 40A:11-13.2.
 - If more than one bid is received from an individual, firm or partnership, corporation or association under the same name.
 - Multiple bids from an agent representing competing bidders.
 - The bid is inappropriately unbalanced.
 - If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Authority may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

A-4 QUALIFICATIONS OF BIDDER

- A.** Before a proposal is considered for award, the Bidder shall, upon request by Owner, submit a statement of facts, in detail, as to his previous experience in performing similar or comparable work, of his business and technical organization, financial resources, and plant available to be used in performing contemplated work.
- B.** Before a proposal is considered for award, the Bidder must submit the results of testing if required by the Detailed Specifications.
- C.** The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work pursuant to the Contract Documents, and each bidder shall furnish to the Owner all such information and data for this purpose as he may request. The Owner expressly reserves the right to reject any bid if the evidence submitted, or the investigation of such bidder, fails to satisfy the Owner that such bidder is properly qualified by experience and financial status to carry out completely the obligations of the Contract Documents and to complete fully the work within the time provided for and as contemplated in said Contract Documents.

A-5 PROPOSAL

- A.** The bidder's PROPOSAL shall be signed in ink by the individual, by one or more members of a partnership, or by one or more of the officers of a corporation, whichever is applicable. In the event of a joint venture, the PROPOSAL shall be signed by each individual involved, by each partnership through one or more of its members, or by each corporation through one or more officers of the corporation, whichever is applicable. 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.

A-6 BID SECURITY

- A.** Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000.00 payable unconditionally to the Linden Roselle Sewerage Authority.
- B.** When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner.
- C.** The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and if applicable the required performance bond or other security is submitted.
- D.** The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

A-7 INTERPRETATIONS AND ADDENDA AND DISCREPANCIES

- A.** Prospective bidders shall examine the Contract Documents carefully and, before bidding, request the Owner, in writing, for an interpretation or correction of any ambiguity, inconsistency, defect or error therein which should have been discovered by a reasonably prudent bidder. No interpretation of the meaning of the contract plans, drawings, specifications or other Contract Documents will be made to any individual bidder orally.
- B.** If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, the prospective bidder may submit to the Owner a written request for an interpretation thereof. *The person submitting the request will be responsible for its prompt delivery and to be considered must be received at least three (3) business days (Saturday, Sunday and holidays excluded) prior to the date set for the opening of bids.* All interpretations, clarifications, and any supplemental instruction of the documents will be made only by written Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents and posted to the Authority's website. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.

Any questions pertaining to this bid document shall be submitted *in writing* and be directed to:

Linden Roselle Sewerage Authority

P.O. Box 4118

Linden, N.J. 07036

Attn: Mary Richers, Purchasing Manager

Phone: 908-474-8659 Fax: 908-474-8685 Email: mrichers@lrsanj.org

- C. Upon such delivery and notice, such addendum shall become part of the Contract Documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda Form. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his proposal as submitted. The Authority's interpretations or corrections thereof shall be final.
- D. Failure by the bidder to give written notice and request an interpretation of the alleged ambiguity shall waive any right the bidder may have to his own reasonable interpretation of the alleged ambiguity, and the true meaning of the same shall be according to the interpretation placed upon the alleged ambiguity by the Owner.
- E. 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 Owner of the extended totals shall govern.

A-8 CHALLENGES

- A. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing to Ms. Mary Richers, Purchasing Manager, Linden Roselle Sewerage Authority, PO Box 4118, Linden, N.J. 07036, no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A.40A:11-13.

A-9 MODIFICATIONS PRIOR TO BID OPENING

- A. The Owner may revise or amend the specifications or drawings, or both, prior to the date set for formal opening of bids. Such revisions and amendments, if any, will be announced by an addendum. Copies of all such addenda, as may be issued, will be furnished to all prospective bidders.

- B. If the revisions and amendments are of a nature which require material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days which, in the opinion of the Owner will enable bidders to revise their bids. In such case, the addendum will include an announcement of the new date for opening of bids.

A-10 SCOPE OF WORK

- A. The bidder shall furnish all plant, labor, materials, supplies, equipment and other facilities required for the work of this contract in accordance with the Specifications, Addenda, and such changes as are ordered by the Owner pursuant to the Contract.

A-11 COMMENCEMENT OF WORK

- A. The bidder shall commence work on or about September 1, 2020

A-12 TIME OF COMPLETION

- A. The length of the contract shall be for a period of three (3) years. Notice to Proceed will be furnished by the Owner to the bidder within thirty (30) days after the date of execution and delivery of this contract in the Agreement, together with such executed bonds, certificates of insurance and other obligations required by the terms of this contract, to be fulfilled before actual work may start, by the bidder to the Owner. The Owner reserves the right to extend the contract term as permitted by New Jersey Local Public Contracts Law if mutually agreed upon by both parties and in accordance with N.J.S.A. 40A:11-15. The decision to utilize the extensions shall be at the sole discretion of the Authority.

A-13 EXTENSION OF TIME: NO WAIVER

- A. If the bidder shall be delayed in the completion of his work by reason of unforeseen causes beyond his control and without his fault or negligence, including but not restricted to acts of God or of the public enemy, acts or neglects of the Owner, acts or neglects of any other contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion, or freight embargoes, the period hereinabove specified for the completion of his work shall be extended by such time as shall be fixed by the Owner upon request of the bidder.
- B. No such extension of time shall be deemed a waiver by the Owner of his right to terminate the contract for abandonment or delay by the bidder as herein provided or to relieve the bidder from full responsibility for performance of his

obligations hereunder.

A-14 PROPOSAL (BID) WITHDRAWAL PROCEDURE

- A. A bidder may, without prejudice to himself, withdraw any proposal after it has been deposited with the Authority provided the request for such withdrawal is received by the Authority in writing prior to the formally scheduled times set for the opening of bids (as set forth in the Advertisement for Bids), or any authorized postponement thereof, and provided such request is signed by a person or persons who qualify for the execution of the Proposal. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

A-15 TIME IS OF THE ESSENCE

- A. Bidders are warned that time is of the essence of the contract and delivery of the work must meet the date specified.

A-16 BIDDERS REFERRED TO LAWS

- A. The attention of bidders is called to the provisions of all Federal, State, County and local laws, regulations, ordinances in relation to obstructing streets, maintaining signals, storing and handling of explosives, etc. and all general ordinances and Federal and State statutes affecting him or his employees or his work hereunder in his relation to the Owner or any other person, and he shall obey all laws or ordinances controlling or limiting Bidders while engaged in the prosecution of the work under this Contract. The Bidder shall be fully cognizant of and comply with all Federal, State and County safety regulations.

A-17 STATUTORY AND OTHER REQUIREMENTS

Compliance with Laws

Any contract entered into between the bidder and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The bidder must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services thereunder. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

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

N.J.S.A. 52:25-24.2, provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall

be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to corporations, limited partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened. Not for profit entities should fill in their name, check the not for profit box and certify the form. No other information is necessary.

Americans with Disabilities Act of 1990

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

Mandatory EEO/Affirmative Action Evidence-N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the Affirmative Action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment or Exhibit A in this specification.

Goods, Professional Services and Service 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:

(1) A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance

(2) A Certificate of Employee Information Report, (hereafter "Certificate") issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency 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.

(3) The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey". See www.state.nj.us/treasury/contract/compliance.

Construction Contracts

All successful contractors shall complete and submit an Initial Project Manning Report (AA201) which is available on-line at www.state.nj.us/treasury/contract/compliance upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to

submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor and Workforce Development and to the Public Agency.

N.J. Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, the Authority 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 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 proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of award or authorization of contract or purchase order. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration certificate as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 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.

Non-Collusion Affidavit

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

New Jersey Anti-Discrimination-N.J.S.A. 10:2-1

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

Disclosure of Investment Activity in Iran

N.J.S.A. 52:32-55 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the Authority is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

New Jersey Prevailing Wage Act (When Applicable)

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 bidder (contractor) shall be required to submit a certified payroll record to the Owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

The Public Works Contractor Registration Act (When Applicable)

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractor 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 subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is a "person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract "which is subject to the provisions of the New Jersey Prevailing Wage Act(N.J.S.A. 34:11-56.25,et seq.). It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25 (5)). The term means:

- ◆ "Construction, reconstruction, demolition, alteration or repair work or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- ◆ "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds"
- ◆ "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form. The form is available on-line at https://www.nj.gov/labor/wagehour/regperm/pw_cpmt_reg.html N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

Truth In Contracting Law

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

N.J.S.A. 2C:27-10 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.

Bidders should consult the statutes or legal counsel for further information.

Worker And Community Right To Know Act-N.J.S.A.34:5A-1 et seq.

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.34:51 et seq., and N.J.A.C. 5:89-5 et seq.). 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).

“Pay To Play”-Notice Of Disclosure Requirement

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with the New Jersey Election Law Enforcement Commission (ELEC). Instructions and additional information are available at www.elec.state.nj.us.

N.J.A.C.17:44-2.2

The successful bidder 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.

Prompt Payment-Goods and Services-P.L.2019, C.127 (LFN 2019-02 1/23/19)

P.L. 2018, c.127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a “business concern” under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law’s effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real

property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

A-18 BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- A. Only manufactured and farm products of the United States, wherever available, shall be used connection with this contract, in accordance with prevailing statutes.
- B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of goods and services offered. The Owner reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The bidder shall hold and save harmless the Authority, its officers, agents, 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.

A-19 ESTIMATED QUANTITIES (Open-Ended Contracts/Purchase as Needed)

The Authority 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.

A-20 PAYMENT

Payments shall be made monthly upon submission of a properly completed Authority voucher for the service in the previous month. Copies of delivery and/or pickup tickets signed by authorized Authority personnel shall be included with the voucher submitted for payment.

A-21 OWNER'S RIGHT TO WITHHOLD PAYMENTS

The Owner may withhold from the Bidder so much of any approved payments due him as may in the judgment of the Owner be necessary:

- to assure the payment of just claim then due and unpaid of any persons supplying labor or materials for the work.
- to protect the Owner from loss due to defective work not remedied.
- to protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or of any of his subcontractors. The Owner shall have the right as Agent for the Contractor to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

A-22 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Authority shall thereupon 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 Authority of any obligation for balances to the contractor of any sum or sums set forth in the contract. The Authority will pay for goods and services accepted prior to termination. Notwithstanding the above, the contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the contract by the contractor and the Authority may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Authority from the contractor is determined.
- B. The Contractor agrees to indemnify and hold the Authority harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Authority under this provision.
- C. In case of default by the Contractor, the Authority may procure the goods and services from other sources and hold the Contractor responsible for any excess cost.
- D. 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 the

unavailability of such funds, the Authority reserves the right to cancel the contract. This provision shall not be construed so as to permit the Authority to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

- E. It is understood by all parties that if during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any changes shall be approved by the Authority.
- F. 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 Authority.
- G. The Authority may terminate the contract for convenience by providing sixty (60) days calendar advanced notice to the contractor.

A-23 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. If the work shall be stopped by order of the Court or any other public authority for a period of three months without act or fault of the Contractor or any of his agents, servants, employees or subcontractors, the Contractor may, upon ten (10) days notice to the Owner, discontinue his performance of the work and/or terminate the Contract, in which event, the liability of the Owner to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Owner any excess of the expense to be paid the Contractor hereunder.

A-24 PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- B. The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - All employees on the work and all other persons who may be affected hereby.
 - All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

- C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- D. When the use or storage of hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- E. In case any direct or indirect damage to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his employees, agents or subcontractors, the Contractor shall at his own expense and cost restore such property to a condition similar or equal to that existing before such damage was done by underpinning, repairing, rebuilding, replanting, or otherwise restoring as may be required or directed by the Owner, or shall make good such damage in a satisfactory, acceptable manner.
- F. In case of failure on the part of the Contractor to promptly restore such property or make good such damage, the Owner may, upon forty-eight (48) hours written notice, proceed to repair, rebuild or otherwise restore such property as may be necessary and that cost thereof will be deducted from any moneys due or to become due the Contractor under the Contract; or the Owner may deduct from any moneys due the Contractor a sum sufficient in the judgement of the Owner, to reimburse the Owner of the property so damaged.
- G. The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.
- H. In addition, the Contractor shall comply with all Federal, State, and County safety regulations, in particular the Federal regulations concerning health and safety of workers which have been published in the Federal Register.

A-25 SAFETY AND HEALTH REGULATIONS

- A. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and codes shall be observed. Machinery, equipment and all hazards shall be guarded against or eliminated.

- B. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations promulgated under the Occupational Safety and Health act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
- C. Nothing in the Occupational Safety and Health Act shall be construed to supersede or in any manner affect any workmen's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.

A-26 DAMAGES

- A. It is hereby covenanted and agreed that the relation of the Contractor to the work to be performed by him under this Contract shall be that of an independent Contractor and that as such he will be responsible for all damage, loss or injury to persons or property that may arise or be incurred in or during the conduct and progress of said work as a result of the actions or negligence of the Contractor, his agents, employees, or others within the Contractor's control and authority. The Contractor shall make good any damage that may occur in consequence of the work or any part of it and shall assume all blame, loss and responsibility of whatever nature by reason of the Contractor's neglect or violation of any Federal, State, or County laws, regulations or ordinances.
- B. To the fullest extent permitted by the Laws and Regulations, the Contractor shall indemnify and hold harmless Owner and their officers, directors, shareholders, partners, employees, agents, consultants, contractors, and subcontractors from any and all claims, costs, losses and demands or judgments for damages for claims (including but not limited to fees and charges of engineers, architects, attorney and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to a negligent act or omission or the breach of any obligation under this Contract by Contractor, or its officers, directors, shareholders, partners, employees, agents, consultants, contractors or subcontractors, or anyone for whom Contractor is responsible, provided that any such claim cost, loss or damage:
 - 1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Workers themselves) including the loss of use resulting there from; and
 - 2. is caused in whole or part by an negligent act or omission of Contractor or any individual or entity directly or indirectly employed to furnish any of the Work or anyone for whose acts Contractor may be liable,

regardless of whether or not caused in part by an negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

3. The successful bidder shall maintain adequate protection for all of his or her items from damage and shall protect the owner's property from damage, injury or loss arising in connection with any resulting contract. The bidder shall make good any such damage, injury or loss. The bidder shall agree to indemnify and save harmless the Linden Roselle Sewerage Authority from all claims and damages arising from the bidder's negligence in the performance of the bidder's obligation under this agreement.

A-27 ADDITIONAL INSTRUCTIONS

- A. The Contractor may be furnished additional instructions and details during the course of this Contract to carry out the work included in the Contract. The additional instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional details and instructions, without additional compensation.

A-28 REPRESENTATION AND RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor represents and warrants:
 1. that he is financially solvent and that he is experienced in and competent to perform the type of work or to furnish the plant, materials, supplies or equipment to be so performed or furnished by him; and
 2. that he is familiar with all Federal, State, and applicable local laws, ordinances and regulations, which may in any way affect the work or those employed therein, including but not limited to special acts relating to the work or to the project of which it is a part; and
 3. that such work required by the Contract Documents that is to be done by him can be satisfactorily completed.
 4. that he has carefully examined the specifications and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of work likely to be encountered, the

character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performances.

- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures used in performing its obligations. Contractor shall be responsible to see that the Work is completed in conformance with the Contract Documents. Contractor shall provide competent, qualified and trained personnel in all aspects of its performance of the Work.

A-29 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

- A. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if through over-sight, inadvertence or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

A-30 CORRESPONDENCE

- A. All communications between the parties hereto relating to details, progress and coordination of the work shall be directly through the Owner and shall be deemed binding only when in writing.

A-31 PATENTS, ROYALTIES, ETC.

- A. The Contractor guarantees to save harmless the Owner, its officers, agents, servants and employees from liability of any kind or nature, including cost and expense on account of suits and claims of any kind for violation or infringement of all letters patent or patent rights by the Contractor, or by anyone directly or indirectly employed by him, or by reason of the use of any part, process, method, machine manufacture of this Contract in violation of infringement of any letter of rights. The Contractor agrees to pay all royalties, fees, licenses, etc., required in respect to the work or any part thereof as part of his obligations hereunder without any additional compensation.

A-32 TAXES

- A. Any and all taxes now or hereafter imposed on the work to be performed and/or materials to be furnished or upon the Contract itself or any matter in connection therewith shall be paid by the Contractor, it being the intention of the parties hereto that in no event shall such taxes be borne by the Owner.
- B. No compensation will be made by the Owner to the Contractor for payment of

the State of New Jersey Sales and Use Tax for labor and materials furnished on this project. The Linden Roselle Sewerage Authority is exempt from payment of the State Sales and Use Tax. The Contractor shall receive copies of the Letter of Exemption from the Authority upon application.

A-33 SUBLETTING, SUCCESSORS AND ASSIGNS

- A. The Contractor shall not sublet any part of the work under this Contract nor assign monies due him hereunder without first obtaining the written consent of the Owner. This Contract shall inure to the benefit of and shall be binding upon the parties hereto, and neither shall assign or transfer his interest herein in whole or in part without the consent of the other.

A-34 PERMITS AND LICENSES

- A. The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work, which are applicable at the time the bids are received.
- B. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

A-35 LAWS AND REGULATIONS, STANDARDS, SPECIFICATIONS AND CODES

- A. Reference to standards, specifications, manuals or codes of any technical society, or organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties of the Owner, or any subcontractors, consultants, agents, or employees for those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Owner, or any of its consultants, agents, or employees any duty or

authority to supervise or direct the performance of the Contractor's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

A-36 BUY AMERICAN PROVISIONS

- A. In accordance with the Buy American provisions in Public Law 95-217 (N.J.S.A. 52:32-1, N.J.S.A. 52:33-1, et seq. and N.J.S.A. 40A: 11-18, as amended), the Contractor agrees that preference will be given domestic construction material by the Contractor, subcontractors, materialsmen, and suppliers in the performance of this contract.

A-37 CONTRACTOR'S INSURANCE

- A. The Contractor shall not commence work under this Contract until he has obtained all insurance required as set forth herein and until such insurance has been approved by the Owner; nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Owner. The Contractor shall furnish certificates of insurance evidencing that the insurance requirement set forth herein have been met.
- B. Each insurance certificate shall include a provision that the Owner will be given sixty (60) days written notice of change in coverage, cancellation or non-renewal. The Contractor shall furnish the Owner with proof of renewal on all required insurance if the policies expire or are cancelled prior to the completion of the contract and final acceptance of the work. Such notice shall be received by the Owner within 30 days of the date of expiration or non-renewal or the effective date of cancellation.
1. Compensation Insurance – The Contractor shall, in accordance with New Jersey State Statute maintain during the life of this Contract Worker's Compensation Insurance for his employees and, in case any work is sublet, the Contractor shall require the subcontractor similarly to maintain Worker's Compensation Insurance for the latter's employees. Certificates of insurance shall be provided in triplicate confirming that such coverage is in effect for the term of this Contract. Certificates shall also confirm that the following limits for said coverage are in effect:
- For Part I, the Statutory Limit applies, and,
 - For Part II, a \$500,000 limit applies for each exposure
2. Liability Insurance – The Contractor shall maintain during the life of this

Contract such Liability Insurance as shall protect him, the additional insured and any subcontractor performing work covered by this Contract from all claims alleging negligence for damages on the part of the contractor or subcontractors as noted and/or clarified within (a) immediately below, that may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:

- a. Liability Insurance shall be provided with a \$1 million coverage limit for each claim including but not limited to personal injury and/or property damage. The \$1 million limit of insurance referenced within this section may be satisfied by the combination of the Contractor's primary liability coverage limit and the Contractor's excess or umbrella liability coverage limit.
3. Owner's Protective Liability and Property Damage Insurance – This coverage, with a limit of \$1 million, shall be provided by the Contractor for the term of the Contract. The request for Owner's Protective Liability and Property Damage insurance may be satisfied by confirmation that the Owner has been named an "Additional Insured" and that the Contractor's Liability insurance includes "Broad Form Contractual Liability" coverage.
4. Contingent Liability – The above policies for Public Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the Contractor against claims arising from operations of subcontractor.
5. Insurance Coverage Special Hazards – The following special hazards shall be covered by rider or riders to the Public Liability and/or Property Damage Insurance Policy or policies herein or where required to be furnished by this Contractor and sub-contractor(s) or by separate policies of insurance in amounts as follows:
 - a. For Automobiles and Automobile Trucks – Limits shall be the same as required under Item 2 (a) above.
6. Insurance Providers- The insurance required herein shall be provided by insurance companies licensed or approved to do business in the State of New Jersey that are rated "A" or better by A.M. Best Company.

A-38 CONTRACT SPECIFICATIONS

- A. In case of any conflict or inconsistency in the specifications the decision of the Owner shall govern. Also, any discrepancy between the figures in the Contract Documents shall be submitted by the Contractor to the Owner whose decision thereon shall be conclusive.

Should any work or material be required which is not denoted in the specifications either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required and that the Contractor shall perform such work and furnish such material as fully as if they were completely delineated and prescribed, without additional compensation.

A-39 DEFAULT

- A. In the event that the vendor/contractor fails to furnish and deliver the materials set forth under this contract, the Authority reserves the right to procure this material, for their needs, in the open market and charge the excess cost above the contract bid price, if any to the vendor/contractor.

Upon default on the part of the vendor/contractor in the performance of any of the terms and conditions of this contract, the Authority shall have the right to terminate the contract in addition to any other remedy to which the Authority may be legally entitled, including liability to said Authority for any and all damages incurred to the Authority by reason of said failure or default.

SECTION B

TECHNICAL SPECIFICATIONS

**SPECIFICATIONS
FOR
RENTAL AND CLEANING OF UNIFORMS**

1. INTENT:

It is the intent and meaning of these specifications to set up minimum standards which will enable the Linden Roselle Sewerage Authority to supply and service work uniforms for its employees requiring same.

The following breakdown will describe the type of garment and numbers required. Employee totals are approximate and may be subject to change during the contract term:

- Trousers and Shirts (Perma Press 65% polyester/35% cotton) for 31 persons
- Trousers and Shirts (100% cotton) for 2 persons
- Hip-length Perma-lined Panel Jackets for 32 persons
- Flame Resistant Team Jackets for 2 persons
- Laboratory Coats for 8 persons
- Chemical Resistant & Fire-Resistant coveralls for 6 persons
- Jersey Knit 50/50 Polo Shirts in either short sleeve or long sleeve for 9 persons

2. SERVICE:

The Authority shall reserve the right to increase or decrease the rental of additional or fewer uniforms because of increased/decreased personnel at the price bid for each of the above stipulated items. A minimum amount of employee turnover is anticipated. Furnishing, delivering and maintenance of replacement employee's uniforms shall be at no additional charge to the Authority.

To ensure proper fit, each employee shall be individually measured by the bidder on the Authority's premises prior to the initial issuance of garments, and for all subsequent changes/new employees thereafter. Cleaned and properly fitted garments shall be picked up and delivered to the Authority once per week between the hours of 8:00 AM and 3:00 PM on weekdays, at a time and on a schedule as determined by the Authority. **Initial supplies of all garments shall be new.** The Authority's current uniform/rental contract expires August 31, 2020. The awarded vendor will be responsible for measuring all individuals for proper sizes of items on Authority premises within five days of notice of award. Invoices will be provided on a weekly basis and will be paid based upon the Authority's payment schedule.

3. REPAIRS AND MAINTENANCE:

All leased garments shall be properly mended in a neat and satisfactory manner. Excessively damaged pieces shall be replaced with a new properly fitted garment at no additional cost to the Authority. If, in the opinion of the Authority, any garment should become unsightly or offensive, the uniform shall be replaced by the vendor at no additional expense to the Authority. Said replacement must be new and unused.

4. EMBLEMS AND LETTERING:

An embroidered patch bearing the words "Linden Roselle Sewerage Authority" shall be supplied and sewn over the left breast pocket area of each shirt, jacket and laboratory coat. These patches shall be made available to the Authority for their approval. Patches bearing the word "Supervisor" shall be provided for all shirts and jackets for five (5) Operations Supervisors.

An embroidered patch bearing the name or nickname of the employee's choice shall be supplied and sewn over the right breast pocket area of each shirt, jacket and laboratory coat. These patches shall be made available to the Authority for their approval. All embroidery charges are to be included in the unit price bid.

5. LOST GARMENTS:

In order to prevent the loss of garments, the Authority's employees shall be instructed not to remove any of the uniforms from the Authority's premises. The bidder shall be responsible for any garments lost during the time in which he is handling them for servicing, maintenance, pickup, delivery or for any other reason. It shall be the bidder's responsibility to provide a suitable means of accurately recording the movement of all garments picked up from and delivered to the Authority's premises. It shall also be the bidder's responsibility to provide labels on all garments properly identifying the employee who is using each garment in order to prevent loss of garments and to assure proper delivery. The Authority shall not pay for uniforms that the bidder has lost or failed to deliver.

6. LOCKERS:

The bidder shall supply, install and maintain lockers to be used as a distribution center for the issuance, return and control of the uniforms. The lockers shall be 5-8 bay hang up type locker units (total of 50 bays). All locks must be kept in excellent working order and keys for each bay will be issued to each employee using that bay. In addition, master keys to each locker unit shall be issued to two of the Authority's supervisory personnel. The locker units shall be approved and installed in a location designated by the Authority. The supplier shall also supply, install and maintain a soiled drop locker for depositing soiled uniforms that shall also be subject to approval and installed in a location designated

by the Authority. The lockers shall be of adequate size to fit an employee's full uniform allotment.

7. QUALITY OF UNIFORMS:

All uniforms and garments shall be of superior quality and must be able to easily withstand the daily abuse and wear that they will be subjected to by the employees of the Authority and must be comfortable enough for all working conditions.

The Authority reserves the right to request samples after bids are opened and prior to contract award. Bidders shall deliver the samples within 3 days of notification by the Authority and be prepared to leave these samples with the Authority, so that a determination as to the quality and adequacy of the items can be made. All sample garments may be picked up by the bidders at the Authority office following the award of bid.

The Authority reserves the right to reject the bid of any supplier whose garments do not meet the approval of the Authority.

8. DEFICIENCIES

Deficiencies will be corrected within 48 hours after notification. Deficiencies will include, but not be limited to, incorrect size, wrong deliveries, incomplete returns, un-repaired or dirty items.

9. GARMENT SPECIFICATIONS:

a. TROUSERS

Perma Press (65% Polyester/35% Cotton)

Color: Navy Blue is the standard color. An estimated total of five (5) employees (supervisory level) shall be supplied with another color to be chosen by the Authority.

Zipper Fly

No Cuffs

Bar Tacks on all Stress Points

Fabric Weight shall be a Minimum of 7-1/2 oz.

b. SHIRTS

Perma Press (65% Polyester/35% Cotton)

Color: Navy Blue is the standard color. An estimated total of five (5) employees (supervisory level) shall be supplied with another color to be chosen by the Authority.

Two Pockets

Long Sleeves/Short Sleeves

Fabric Weight shall be a minimum of 5-1/4 oz.

c. **JACKETS**

Shell (65% Polyester/35% Cotton)

Color: Navy Blue is standard color. Supervisors shall be supplied with another color to be chosen by the Authority.

Hip Length

Zipper Front

Permanently lined, 100% Polyester

Fabric Weight shall be a Minimum of 7.25 oz.

d. **LABORATORY COATS**

Perma Press (65% Polyester/35% Cotton)

Color: White

Knee Length

Button Front

Fabric Weight shall be a Minimum of 5-1/4 oz.

e. **COVERALLS**

Flame Resistant Material, 9 ounces, 100%, HRC2 rated

f. **TROUSERS COTTON**

100% Cotton

Color: Navy Blue

Zipper Fly

No Cuffs

Bar Tacks on stress points

Fabric Weight shall be a minimum of 7-1/2 oz.

g. **SHIRTS**

100% Cotton

Color: Navy Blue

Long Sleeves only

Minimum 4.5 oz/sq. yd.

h. **FLAME RESISTANT JACKETS**

Team jacket made of Excel Flame Resistant Material 9 oz. twill 100 cotton.

Lining-100% cotton. Insulation package-12 oz. 100 % Modacrylic.

HRC rating-4 or equivalent.

i. **POLO SHIRTS**

Three button golf style knit shirt made of 50/50 or 65/35 polyester/cotton. Shall not be less than 5.0 oz. Short sleeves/long sleeve alternative to be provided seasonally at the option of the employee. To be monogrammed with Linden Roselle Sewerage Authority and Employee Name and/or Supervisor. Color to be determined.

SECTION C

**PROPOSAL
TO**

LINDEN ROSELLE SEWERAGE AUTHORITY

FOR

RENTAL AND CLEANING OF UNIFORMS

**BID DOCUMENT SUBMISSION CHECKLIST
LINDEN ROSELLE SEWERAGE AUTHORITY
RENTAL AND CLEANING OF UNIFORMS**

The items listed below are required to be submitted with the Bid Form. Each item on this checklist shall be initialed below indicating each form has been signed and submitted with the bid.

DOCUMENT	Bidder's Initial
Business Registration Certificate	
Bid Form/Bid Proposal Calculation	
Bid Guarantee (Bid Bond or certified/cashier's check) (with Power of Attorney for full amount of Bid Bond)	
Ownership Disclosure Form	
Addenda Acknowledgement (To be completed if Addenda are issued)	
Non-Collusion Affidavit	
Required Evidence EEO/Affirmative Action Regulations Questionnaire	
Americans With Disability Act of 1990 Language- THIS IS READ ONLY	
Disclosure of Investment Activities in Iran	

This checklist is provided for 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 Bidder: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

SECTION C

PROPOSAL (INCLUDING BID BOND)

FROM:

(Contractor)

(Address)

(City/State/Zip/Code)

(Telephone)

To

The Linden Roselle Sewerage Authority
5005 South Wood Avenue
P.O. Box 4118
Linden, NJ 07036

Pursuant to and in compliance with your Advertisement for Bids, dated Tuesday, July 7, 2020 and the Instructions for Bidders relating thereto, the undersigned having examined the Contract Documents; and having become familiar with local conditions in any way affecting the cost and/or the execution of the work; and having read the Specifications, conditions, Information to Bidders, Addenda and Agreement, all of which are understood and accepted as sufficient, hereby offers to comply with all said requirements and to furnish all plant, labor, materials, supplies, equipment and facilities and things necessary or proper to provide Uniform Rental and Cleaning Services.

TIME OF COMPLETION

If awarded the contract for this work I/we agree to commence work upon receipt of the Notice to Proceed and will complete all work under this contract in accordance with the requirements listed in the specifications.

GENERAL STATEMENT

If written notice of the acceptance of this bid is mailed, faxed or delivered to the undersigned within Sixty (60) days after the date of opening of the bid, or any time thereafter before this bid is withdrawn, the undersigned will within seven (7) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of contract attached.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed or delivered.

(Bidder Fill In)

(Bidder Fill In)

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the provisions thereof.

It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the contract to him and/or in the prosecution of the work required thereunder.

Furthermore, the undersigned, as bidder, declares that only the person or persons interested in this bid as principal or principals is or are named below, that no other person than hereinafter named has any interest in this bid or in the contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same purpose; and that the bid is in all respects fair and without collusion or fraud.

The undersigned further states that he has available adequate equipment and finances to properly and expeditiously prosecute the work proposed and is prepared to present further information to substantiate this statement.

Respectfully submitted,

Name of Bidder

By: _____
Authorized Signature

Title

(PRINT OR TYPE INFORMATION)

The above is: Individual Corporation Partnership under the laws
of the State of _____ having its principal office
at: _____

Telephone No: _____

Fax No: _____

Email: _____

ACKNOWLEDGMENT OF PRINCIPAL
(ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION)

State of _____)

County of _____) ss:

On this _____ day of _____, before me personally came and appeared _____, to me known who being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

(ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP)

State of _____)

County of _____) ss:

On this _____ day of _____, before me personally came and appeared _____, to me known, and known to me to be one of the member of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL)

State of _____)

County of _____) ss:

On this _____ day of _____, before me personally came and appeared _____, to me known, and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principal; and
(Insert Name of Bidder)

_____, as Surety, are hereby held
(Insert Name of Surety)

and firmly bound unto The Linden Roselle Sewerage Authority, Linden, New Jersey, in the sum of

\$ _____ Dollars, as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition to the above obligation is such that whereas the Principal has submitted to The Linden Roselle Sewerage Authority, a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for:

NOW, THEREFORE

- a. If said Bid shall be rejected, or in the alternate
- b. If said Bid shall be accepted the Principal shall execute and deliver a Contract and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which such Bid may be accepted and said Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on this
day of

_____, 2020.

(Name of Principal)

By:

(SEAL)

Sealed and delivered in the
presence of:

(As to Surety)

By:

**BID PROPOSAL CALCULATION
MUST BE SUBMITTED WITH BID PROPOSAL
TO BE USED IN COMPLETING BID PROPOSAL FORM ON PAGE 45**

A. Trousers and Shirts (See page 29, 9-a & b)

The supplier shall furnish trousers and shirts for 29 persons. The supplier shall begin the contract period by furnishing eleven (11) uniform sets per employee, consisting of eleven (11) shirts and eleven (11) trousers. The supplier shall provide five (5) changes per week, per employee per week for a period of three years.

For purposes of completing item (A) on the Bid Proposal Form found on page 45, the following calculation shall be used:

Cost per employee per week = \$ _____

Extension:

X Twenty-nine (29) employees X one hundred fifty-six (156) weeks =

\$ _____

Three Year Cost

B. Trousers and Shirts (See page 29, 9-a & b)

The supplier shall furnish trousers and shirts for 2 persons. The supplier shall begin the contract period by furnishing six (6) uniform sets per employee, consisting of six (6) shirts and six (6) trousers. The supplier shall provide approximately two (2) changes per week, per employee per week for a period of three years. Usage varies. Changes are made on an as needed basis as required by usage.

For purposes of completing item (B) on the Bid Proposal Form found on page 45, the following calculation shall be used:

Cost per employee per week = \$ _____

Extension:

X Two (2) employees X one hundred fifty-six (156) weeks =

\$ _____

Three Year Cost

C. Jackets (See page 30, 9-c)

The supplier shall furnish two (2) jackets per person for 30 persons. The supplier shall provide for one change every two weeks . Jackets are worn seasonally.

For purposes of completing item (C) on the Bid Proposal Form found on page 45, the following calculation shall be used:

Cost per employee per week = \$ _____

Extension:

X Thirty (30) employees X one hundred fifty-six (156) weeks =

\$ _____
(Three Year Cost)

D. Jackets (See page 30, 9-c)

The supplier shall furnish one (1) jacket per person for 2 persons. Usage varies. The supplier shall provide for one change every two weeks. Jackets are worn seasonally.

For purposes of completing item (D) on the Bid Proposal Form found on page 45, the following calculation shall be used:

Cost per employee per week = \$ _____

Extension:

X Two (2) employees X one hundred fifty-six (156) weeks =

\$ _____
(Three Year Cost)

E. Laboratory Coats (See page 30, 9-d)

The supplier shall furnish laboratory coats for 6 persons. Each shall be supplied initially with 4 coats. The supplier shall provide for at least one (1) change per week.

For purposes of completing item (E) on the Bid Proposal Form found on page 45, the following calculations shall be used:

Cost per employee per week = \$ _____

Extension:

X Six (6) employees X one hundred fifty-six (156) weeks =

\$ _____
(Three Year Cost)

F. Laboratory Coats (See page 30, 9-d)

The supplier shall furnish laboratory coats for 2 persons. Each shall be supplied initially with 2 coats. Usage varies. The supplier shall provide for at least one (1) change every 2 weeks.

For purposes of completing item (F) on the Bid Proposal Form found on page 45, the following calculations shall be used:

Cost per employee per week = \$ _____

Extension:

X Two (2) employees X one hundred fifty-six (156) weeks =

\$ _____
(Three Year Cost)

G. Flame Resistant Coveralls (See page 30, 9-e)

The supplier shall furnish coveralls (Chemical resistant and Fire resistant) for 6 persons. Each person shall be supplied initially with 2 coveralls. The supplier shall provide for at least one (1) change per month,

For purposes of completing item (G) of the Bid Proposal Form found on page 45, the following calculations shall be used:

Cost per employee per week = \$ _____

Extension:

X Six (6) Employees x one hundred fifty-six weeks (156) weeks =

\$ _____
(Three Year Cost)

H. Trousers and Shirts 100% Cotton (See page 30, 9-f & g)

The supplier shall furnish 100% cotton trousers and long sleeve shirts for 2 persons. The Supplier shall begin the contract period by furnishing eleven (11) uniform sets per employee, consisting of eleven (11) shirts and eleven (11) trousers.
The supplier shall provide five (5) changes per week per employee for three years.

For purposes of completing item (H) on the Bid Proposal Form found on page 45, the following calculation shall be used:

Cost per employee per week = \$ _____

Extension:

X Two (2) Employees x one hundred fifty-six (156) weeks =

\$ _____
(Three Year Cost)

I. Flame Resistant Jackets (See page 30, 9-h)

The supplier shall furnish two flame resistant team jackets per person for 2 persons.
Supplier shall provide for one change every two weeks.

For purposes of completing item (I) on the Bid Proposal Form found on page 45, the following calculation shall be used:

Cost per employee per week = \$ _____

Extension:

X Two (2) Employees x one hundred fifty-six (156) weeks=

\$ _____
(Three Year Cost)

J. Polo Shirts (See page 30, 9-i)

The supplier shall furnish polo/golf shirts for 2 persons. The supplier shall begin the contract period by furnishing eleven (11) shirts per employee. Usage varies. The supplier shall provide five (5) changes per week, per employee for a period of three years.

For purposes of completing item (J) on the Bid Proposal Form found on page 45, the following calculation shall be used:

Cost per employee per week = \$ _____

Extension:

X Two (2) employees X one hundred fifty-six (156) weeks =

\$ _____
Three Year Cost

K. Polo Shirts (See page 30, 9-i)

The supplier shall furnish polo/golf shirts for 7 persons. The supplier shall begin the contract period by furnishing 5 (five) shirts per employee. Usage varies. The supplier shall provide three (3) changes per week, per employee for a period of three years.

For purposes of completing item (K) on the Bid Proposal Form found on page 45, the following calculation shall be used:

Cost per employee per week = \$ _____

Extension:

X Seven (7) employees X one hundred fifty-six (156) weeks =

\$ _____
Three Year Cost

BID PROPOSAL FORM

A. Trousers & Shirts \$ _____
(3 year cost from page 39)

B. Trousers & Shirts \$ _____
(3 year cost from page 39)

C. Jackets \$
(3 year cost from page 40)

[illegible]

E. Laboratory Coats \$ _____
(3 year cost from page 41)

F. Laboratory Coats \$ _____
(3 year cost from page 41)

G. Flame Resistant Coveralls \$ _____
(3 year cost from page 42)

H. 100% Cotton Trousers & Shirts \$
(3 year cost from page 42)

I. Flame Resistant Jackets \$ _____
(3 year cost from page 43)

J. Polo/Golf Shirts \$ _____
(3 year cost from page 43)

K. Polo/Golf Shirts \$ _____
(3 year cost from page 44)

BID PROPOSAL FORM

TOTAL THREE YEAR BID AMOUNT \$ _____
(A+B+C+D+E+F +G+H+I+J+K)

For this Bid the Bidder agrees to perform all the work shown in the Contract Documents and as described in the Specifications for a sum not to exceed:

(Total Bid Amount Written in Words)

The costs shown above shall include the Rental and Cleaning of Uniforms to the Linden Roselle Sewerage Authority Wastewater Treatment Plant at 5005 South Wood Avenue, Linden, New Jersey for a three year contract period. Note: All prices must be written in ink. All blanks must be filled. In case of discrepancies between words and numbers, the words shall be taken as the price intended.

Submitted by: _____
(Signature/Title)

Date: _____

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

ss:

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

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

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

_____ the bidder making this Proposal for the bid
entitled

(title of bid proposal)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Linden Roselle Sewerage Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to
before me this day

_____, 2 _____

Signature

(Type or print name of affiant under signature)

Notary public of
My Commission expires _____

(Seal)

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**

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

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.**

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.**

The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

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

Part IV Certification

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

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

REQUIRED EVIDENCE

EEO/AFFIRMATIVE ACTION REGULATIONS P.L. 1975, c. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A letter from the U.S. Department of Labor that the contractor has an existing federally- approved or sanctioned Affirmative Action Program.

OR

2. A Certificate of Employee Information Report Approval.

OR

3. An Affirmative Action Employee Information Report (Form AA 302)

OR

4. All successful contractors must submit at signing of the contract an Initial Project Manning

Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request). NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c.127

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a photostatic copy of such certificate.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT HE IS AWARE OF THE COMMITMENT TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 AND AGREES TO FURNISH THE REQUIRED DOCUMENTATION PURSUANT TO THE LAW.

Company _____ Signature _____

Print Name _____ Title _____

Date _____

NOTE: A CONTRACTORS BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c.127, WITHIN THE TIME FRAME.

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Date Received	Acknowledge Receipt (Initial)

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER:

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 not identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list can be found 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 person or entity.

PLEASE 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 NJ Dept. of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (Chapter 25 List). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. 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.

NAME: _____ Relationship to Bidder/Offeror _____

Description of
Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror 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 above-referenced person or entity. I acknowledge that the Linden Roselle Sewerage Authority 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 Authority to notify the Authority 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 with the Linden Roselle Sewerage Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name(Print) _____ Signature: _____

Title _____ Date _____

Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you.

➤ Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252. Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at www.nj.gov/treasury/revenue/pdfforms/reg_a.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions about the registration process? Call 609-292-1730 or submit by e-mail at www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- **New registrants.** When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- **Previously Registered Businesses.** Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebeling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

October 20, 2004

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


A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

ALERT

NO CONTRACT SHALL BE ENTERED INTO BY THE AUTHORITY UNLESS THE CONTRACTOR PROVIDES A COPY OF ITS BUSINESS REGISTRATION CERTIFICATE. SUBMISSION OF THE NJ BUSINESS REGISTRATION CERTIFICATE, IF NOT SUBMITTED WITH PROPOSAL IS NOW PERMITTED PRIOR TO CONTRACT AWARD. HOWEVER, CONTRACTOR MUST BE REGISTERED WITH THE STATE OF NEW JERSEY AT THE TIME OF THE PROPOSAL SUBMISSION.

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

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:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER	
970-097-382/500	010730	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	<i>John S. Tully</i> Acting Director	
07/01/01	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	
FORM-BRC(07-01)		

 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	