

CUMBERLAND COUNTY IMPROVEMENT AUTHORITY

2 North High Street
Millville, New Jersey 08322

BID SPECIFICATIONS FOR:

FURNISHING SCALE REPAIR AND PREVENTIVE MAINTENANCE SERVICES TO THE CUMBERLAND COUNTY SOLID WASTE COMPLEX

Bid Due: Tuesday, November 29, 2016 at 10:00 a.m.

Specification: 2017-02

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**ADVERTISEMENT AND NOTICE TO BIDDERS
CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
STATE OF NEW JERSEY**

Sealed bids for the Furnishing of Scale Repair and Preventive Maintenance Services to the Cumberland County Solid Waste Complex shall be received by the Cumberland County Improvement Authority, at its principal place of business located at 2 North High Street, Millville, New Jersey 08332, at the hour of 10:00 a.m. prevailing time, on November 29, 2016. Bids shall be opened and read aloud at the same location on November 29th at 10:30 a.m. Late bids shall be returned unopened. The CCIA reserves the right to accept any respondent as qualified, to reject any and all bids provided by respondents and to negotiate with any respondent.

Bids shall be made on the bid forms provided and in the manner prescribed. Bids shall be enclosed in a sealed enveloping bearing the legend on the front lower-left quadrant:

**Bid For: Furnishing of Scale Repair and Preventative Maintenance Services
Specification No.: 2017-02**

This bid is being solicited through a fair and open process in accordance with the requirements of N.J.S.A. 19:44A-20.4 *et seq.* (New Jersey Local Unit Pay-to-Play 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 (Affirmative Action Statute and Regulations.)

All bidders must comply with N.J.S.A. 52:25-24.2 (P.L. 1977, c.33) and submit a Disclosure Statement listing stockholders with their submitted bid.

All bidders must provide a copy of their State of New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, along with copies of the State of New Jersey Business Registration Certificate of all sub-contractors, at the time their bid is submitted.

When required, each proposal must be accompanied by a bid bond, cashier's check or certified check, payable to the Cumberland County Improvement Authority, for ten percent (10%) of the total amount of the bid (but not to exceed \$20,000.00) shall accompany each bid. It shall be subject to forfeiture and retention by the Authority in lieu of other legal remedies should a successful bidder fail to execute a contract and provide a performance bond within ten (10) days after the Authority has tendered the award of the contract. The Bid Bond shall be in conformance with N.J.S.A. 40A:11-21.

When required, each proposal must be accompanied by a Consent of Surety Certificate.

When required, a surety bond of a company authorized to do business in the State of New Jersey in a form satisfactory to the Authority Solicitor in a penal sum of one hundred percent (100%) of the full amount of the contact will be required upon execution of the contract.

The Authority reserves the right to reject any or all bids as provided for in the instructions to bidders or otherwise.

Bid specifications may only be obtained from the Cumberland County Improvement Authority through its website, www.ccia-net.com.

CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
GENERAL INSTRUCTIONS AND CONDITIONS

1. **Bid Submission:**

Bids shall be submitted on the Bid Form supplied herein. Bid Forms shall be returned in sealed envelopes addressed to:

Cumberland County Improvement Authority
2 North High Street
Millville, New Jersey 08332

The envelope shall be marked in the front lower-left quadrant as follows:

Bid For: Furnishing of Scale Repair and Preventative Maintenance Services
Specification No.: 2017-02

The Authority accepts no liability for bids opened in error due to the absence of such notation.

Submission must include one (1) original bid packet on paper, plus a full copy of the submission on CD or USB flash drive in PDF format. The Original shall be unbound with no staples, fastened by a clip on the upper left corner. Submissions must be made in the manner designated herein.

2. **Bid Security Required for this Bid:** Yes (X) No ()

When required, a bid bond, cashier's check or certified check, payable to the Cumberland County Improvement Authority, for ten percent (10%) of the total amount of the bid (but not more than \$20,000.00) shall accompany each bid. It shall be subject to forfeiture and retention by the Authority in lieu of other legal remedies should a successful bidder fail to execute a contract and provide a performance bond within ten (10) days after the Authority has tendered the award of the contract. The bid bond shall be in conformance with N.J.S.A. 40A:11-21.

3. **Performance Bond Required for this Bid:** Yes (X) No ()

When a performance bond is specified, bidders shall include with their bid submission a surety company's certificate ("Consent of Surety") that said Surety Company shall provide a performance bond for one hundred percent (100%) of the total bid amount in the event that the bidder is awarded the contract ("Performance Bond"). The Consent of Surety shall be in conformance with N.J.S.A. 40A: 11-22.

The cost of the Performance Bond will not be paid as a separate item. The cost of the Performance Bond is to be included in the unit prices bid.

A successful bidder shall, within ten (10) days of its notice of award, execute the contract documents and furnish such Performance Bond in the total amount of the contract. Said bond shall be that of an approved company in good standing and authorized to do business in the State of New Jersey. The Performance Bond shall be in conformance with N.J.S.A. 40A: 11-22.

A successful bidder may substitute a cashier's check or certified check payable to Cumberland County Improvement Authority in lieu of a Performance Bond.

4. **Public Disclosure:**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work of the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board or commission which exercise governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholder(s) or partners(s) is itself a corporation or a partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the ten percent (10%) ownership established in this act, has been listed. N.J.S.A. 52:25-24.2. Failure to provide this information shall be cause for disqualification of a bidder.

5. **Interpretation of Specifications:**

Should a discrepancy be discovered in the specifications, it must be brought in writing to the attention of the Cumberland County Improvement Authority immediately.

All explanations, interpretations and instructions will be by written addenda, bulletin, etc., issued by the Cumberland County Improvement Authority to all bid holders.

6. **Award:**

The Cumberland County Improvement Authority may award the contract to the lowest responsible bidder meeting all of the specifications and requirements of the bid, based upon the total lowest lump sum price for the contract.

7. **Qualification of Bidders:**

Bidders agree that submission of a bid shall serve as evidence that the bidder has fully examined and understands the specifications.

It is understood that a bidder submitting a bid must accept the terms and conditions contained within the specification.

8. **Exceptions to Specifications:**

Exceptions, if any, to the bid specifications shall be noted on the Bid Form. If exceptions are taken, the bidder shall furnish documentation to substantiate equality with the specified items. The burden of proof shall be on the entity submitting the bid. The Cumberland County Improvement Authority or its designated representative shall be the sole judge as to the equality of items bid to the specifications.

9. **Equivalents:**

The use of a manufacturer's brand name and/or model number in this specification is intended to be a guide for the minimum acceptable standard. Any bidder proposing items other than those stated shall state the brand name and/or model number of the item on the proposal page.

It shall be the bidder's responsibility to provide information to the Cumberland County Improvement Authority that the stated items are equal to or better than those required by this specification. Specification literature, fact sheets, etc. shall be part of the bidder's proposal to be reviewed. The Authority or its designated representative shall be the sole judge as to the equality of items bid to the specifications. Failure to adhere to this requirement may be cause for rejection of the bid.

10. **Time for Making Award:**

The Cumberland County Improvement Authority shall make contract awards or reject all bids within sixty (60) days after bid opening.

11. **Indemnification:**

Contractor responding to this RFQ ("Indemnifying Party") agrees that it shall indemnify and hold harmless the other Party and any director, officer, affiliate, partner, member or elected or appointed official of the other Party ("Indemnified Party") from and against any and all claims, actions, suits, judgments, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorneys' fees), penalties (civil, criminal or administrative), court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment ("Losses") incurred or suffered by any Indemnified Party to the extent that such Losses arise by reason of, or result from (i) the material breach or inaccuracy of any representation or warranty of the Indemnifying Party contained in the RFQ and/or any and all agreements entered into with the CCIA; (ii) the material breach by the Indemnifying Party of any of its covenants or agreements contained in the RFQ and/or any and all agreements entered into with the CCIA; or (iii) the gross

negligence or willful misconduct of the Indemnifying Party or any of its agents, employees or subcontractors, to the extent not waived by the other Party, in each case.

The indemnification obligations of Indemnifying Party under this Section shall inure to the benefit of the directors, officers, affiliates, employees and elected or appointed officials of the Indemnified Party; and shall survive expiration or early termination of any agreement entered into with the CCIA.

12. **Insurance:**

The Contractor shall purchase and maintain the following insurance coverage which will insure against claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever may be greater.

Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$1,000,000 each occurrence;
- \$1,000,000 personal and advertising injury;
- \$3,000,000 general aggregate per project; and
- \$3,000,000 products/completed operations aggregate.

This insurance shall include:

- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Liability arising from products and completed operations with such coverage to be maintained for two (2) years after completion of the Work;
- Contractual liability including protection for the Contractor from bodily injury and/or property damage claims arising out of liability assumed under this Contract;
- Liability arising from the explosion, collapse, or underground hazards; and
- ISO Endorsement CG2010 ed. 10 01 and CG 2037 ed. 10 01 and waiver of subrogation endorsement. Copies of the endorsements are to be included with the certificates of insurance.

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident including coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto whether owned, hired/leased or non-owned:
 - Automobile contractual liability; and

- Endorsed to include pollution coverage resulting from auto.

Workers' Compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including "other states" coverage: employer's liability insurance with minimum limits of:

- \$500,000 each accident for bodily injury by accident;
- \$500,000 each employee for bodily injury by disease; and
- \$500,000 policy limit for bodily injury by disease.

Cumberland County Improvement Authority, its elected and appointed officials, officers, consultants, agents, employees and assigns as well as its contracted architects and engineers shall be named as additional insureds on the Contractor's and all Subcontractors commercial general liability insurance policies with respects to liability arising out of the Contractor's products, installation, and/or services provided under this Contract.

The Contractor shall not commence work until the Contractor has obtained at the Contractor's own expense all of the insurance required hereunder and such insurance has been provided to the Owner; nor shall the Contractor allow any subcontractor to commence work until all insurance required of the Subcontractor has been so obtained and approved by the Owner and the Contractor and Subcontractors shall submit to the Owner certificates of insurance signed by authorized representatives of the insurers, or at the Owner's request, certified copies of the required insurance policies.

All required insurance coverages must be underwritten by insurers authorized to do business in the State of New Jersey and acceptable to the Owner. All commercial insurers must have an A.M. Best Company financial strength rating of "A" / VII or better unless the Owner grants an exception.

The Contractor shall provide 30 days written notice to the Owner if any policy is cancelled, non-renewal or coverage is amended to reduce coverage.

No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Contractor or the Contractor's Surety from an obligation imposed upon either or both of them by the provisions of this contract.

Insurance as required hereunder shall be in force throughout the term of the Contract and for two (2) years after final acceptance of the Project by Owner (except for contractor's pollution liability which must be in forced for three (3) years after final acceptance.

If the Owner is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Contractor shall bear all cost properly attributable thereto.

Insurance provided by any Contractor and Subcontractors to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein

shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein.

All Certificates of Insurance shall be submitted when required by the Contract Documents but in no event later than the commencement of the Work. Certificates of Insurance shall be subject to review by the owner and shall show the Certificate Holder as follows:

Cumberland County Improvement Authority
2 North High Street
Millville, NJ 08332

13. **Prices:**

Carelessness in quoting prices or in preparation of a bid will not relieve the bidder of the responsibility for the accuracy of the bid. Bid prices shall be F.O.B. destination and net, with all discounts deducted except the cash discount for prompt payment of invoice, if offered.

14. **Withdrawal of Bid:**

A written request for the withdrawal of a bid will be granted if received by the Cumberland County Improvement Authority before any bids have been opened.

15. **Taxes:**

The Cumberland County Improvement Authority is exempt from all Federal and State Taxes.

16. **Affirmative Action:**

If awarded a contract, the successful bidder shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-3.6 and 3.8. The following is required regulatory text:

(REVISED 4/10)

EXHIBIT B

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

CONSTRUCTION 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 indemnity 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, 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, up-grading, 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 *et seq.*, as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of the construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions;

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

- (i) The contractor or subcontractor shall interview the referred minority or women worker.
- (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualifications standards in conformity with the equal employment opportunity and non-discriminations principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to the rules. All of the requirements, however, are limited by the provisions of (C) below.
- (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent

with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:25-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

17. **Americans With Disabilities Act of 1990:**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as below and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

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

The contractor and the Cumberland County Improvement Authority (hereinafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 *et seq.*), which prohibits discrimination on the basis of disability by

public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that 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 to 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 obligations 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 claims 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.

18. **Prevailing Wage Rates:**

It is the public policy of the state of New Jersey that all workmen engaged in public works be paid a prevailing wage, in order to safeguard their efficiency and general well-being and to protect them as well as their employers from the effects of serious and unfair competition resulting from wage levels detrimental to efficiency and well-being. Therefore, a bidder in preparing its bid proposal shall take into consideration the requirements of Chapter 150, L. 1963

(N.J.S.A. 34:11-56.25 *et seq.*) as amended in Chapter 64 L. 1974 that all workmen shall be paid according to the prevailing wage rates. The bidder shall ascertain from the State Commissioner of Labor and Industry the prevailing wage rates applicable for each craft or trade needed to perform the work specified. The bidder is hereby notified that the successful bidder shall be required to pay wages to all workmen which shall be not less than the prevailing wage rate as established by the State Commissioner of Labor and Industry. If it is determined during the prosecution of the Contract that any workmen employed by the Contractor or any subcontractor employed by the prime Contractor has been paid a rate of wages less than the prevailing wage required to be paid, the CCIA may terminate the Contractor's or the subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion. The CCIA will reserve the right to allow the prime Contractor or the subcontractor to correct retroactively any deficiencies found in the prosecution of any work specified.

Contractors or subcontractors performing any of the specified works contained within the Contract Documents or Addenda thereto shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages.

In accordance with N.J.A.C 12:60-2.1 of the New Jersey Prevailing Wage Act, the Contractor shall submit a certified payroll record for each payroll period to the CCIA within ten (10) days of the payment of wages.

19. **Public Works Contractor Registration Act Requirement:**

Bidders are required to comply with the provisions of P.L. 1999, c.238, Public Works Contractor Registration Act. Contractors and subcontractors are required to submit with the bid:

1. A copy of the registration forms filed with the Commissioner of Labor pursuant to the Public Works Contractor Registration Act; and
2. A copy of the Certification of the certification issued by the New Jersey Department of Labor.

Failure to submit the above forms as part of the bid may result in the disqualification of the bid.

20. **Disclosure of Contributions to New Jersey Election Law Enforcement Commission:**

Bidders are hereby advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the bidder receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the responsibility of the bidder to determine if such filing is necessary. Additional information on this requirement is available from the ELEC at 1 (888) 313 - 3532 or at www.elec.state.nj.us.

21. **Proof of Business Registration:**

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate ("BRC"). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292 – 1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services to 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. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; and
3. 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 Act (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292 – 1730.

22. **Questions:**

Questions concerning this bid invitation may be directed to the Cumberland County Improvement Authority via email to email to James Rocco, jrocco@ccia-net.com. The Subject Line shall read: "Furnishing of Scare Repair and Preventative Maintenance Services, RFP No. 2017-02." All questions must be received forty-eight (48) hours prior to Bid Opening.

23. **Items Bid:**

No bidder will be allowed to offer more than one price on each item even though the bidder believes it has two or more types and/or products that will meet the specifications. A bidder must determine for itself which type and/or product to offer. If a bidder should submit more than one price on any item, all prices for said item shall be rejected and such provision of multiple prices may result in the rejection of the bid.

24. **Late or Lost Bids:**

The Cumberland County Improvement Authority accepts no liability for bids not opened due to lateness or being lost in transit.

The bidder should pay particular attention to the bid checklist attached, given that it delineates the items that must be returned to the Cumberland County Improvement Authority to constitute a valid bid.

25. **Codes and Regulations:**

The services furnished as part of this bid shall meet all applicable regulatory requirements pertaining to the service, including but not limited to all Federal, State and Local laws and regulations and any applicable Occupational Safety and Health Administration (“OSHA”) requirements.

26. **Owner’s Rights:**

The Cumberland County Improvement Authority reserves the right to accept or reject any and all bids, or parts thereof, and to award this bid to the vendor that is determined to serve the best interests of the Cumberland County Improvement Authority.

27. **Rejection of Bids:**

Any bid which is incomplete, obscure, conditioned or contains irregularities of any kind may be rejected. Alterations of any pages or erasures may be cause for rejection. A bid and bid bonds and surety which is not signed or properly signed and executed by the proper officers or officials of the proposer may be rejected. Failure to complete the specification detailed data pages may be cause for rejection.

28. **Contract Period:**

The Agreement shall be for a term of twenty-four (24) months, beginning on January 1, 2017 and ending December 31, 2018. In accordance with the specifications, the CCIA has the sole option to renew this contract for three (3) additional one (1) year terms. All terms and conditions of the original contract shall remain unchanged except the contractor may request an increase in the service rates for the optional term. Any increase request shall not exceed the cost of living index found at the New Jersey Division of Local Government Services website prevailing at the time of the request to renew the contract. Should the CCIA determine that the request increase is unacceptable, the CCIA shall rebid for the service.

29. **Payments:**

Payment shall be made to the contractor after receipt of an invoice along with a properly executed voucher and upon inspection and acceptance of the service by an authorized

representative of the Cumberland County Improvement Authority and approval of the Treasurer of the Cumberland County Improvement Authority.

30. **Response Times:**

The furnishing of the services herein contemplated shall be F.O.B., at the Cumberland County Solid Waste Center.

The bidder must be able to respond and initiate repair services within two (2) hours of notification by the Cumberland County Improvement Authority.

The Cumberland County Improvement Authority reserves the right to cancel the contract if the vendor cannot supply the items bid within the agreed upon time.

31. **Quantities:**

It shall be understood and agreed that the quantities listed in the specifications and on the Proposal Page are estimates only and may increase or decrease in accordance with the actual requirements of the Cumberland County Improvement Authority.

32. **Subcontractors:**

The use of subcontractors in the performance of any part of the contract is prohibited except by prior written acceptance and approval by the Cumberland County Improvement Authority. Any subcontractors anticipated to be utilized during the performance of the contract are to be identified at the time of proposal submission.

TECHNICAL SPECIFICATIONS FOR
Furnishing Scale
Repair and Preventive Maintenance Services

I. Intent of the Specifications

It shall be the intent of these specifications to provide for repair and preventive maintenance for five (5) Emery Winslow scales (2 adjacent to the old scale house and 3 adjacent to the new scale house) at the Cumberland County Solid Waste Complex for a term of twenty-four (24) months, beginning January 1, 2017 and ending December 31, 2018. The CCIA has the sole option to renew this contract for three (3) additional one (1) year terms. All terms and conditions of the original contract shall remain unchanged except the contractor may request an increase in service rates for the optional term. Any increase request shall not exceed the cost of living index found at the New Jersey Division of Local Government Services website prevailing at the time of the request to renew the contract. Should the CCIA determine that the request increase is unacceptable, the CCIA shall re-bid for the service.

It is recommended that all prospective bidders visit the Cumberland County Solid Waste Complex to become familiar with the type(s) and configuration of the scales. Arrangements may be made through the Facility Manager by calling (856) 825-3700.

II. Scope of Work

A. Preventive Maintenance:

The contractor shall perform preventive maintenance inspections and services on the scales a minimum of four (4) times per year. The preventive maintenance services shall be performed on Saturdays after the landfill is closed.

All services will be conducted by Emery Winslow factory trained and approved technicians. Proof that technicians have been factory trained and approved by Emery Winslow shall be submitted with the bid.

All services will be conducted by State of New Jersey Licensed Weighing or Measuring Equipment Repairmen as provided by Chapter 182, P.L. N.J. 1938. Copies of the required license(s) shall be submitted with the bid.

The following checks will be conducted at the scale during each preventive maintenance visit.

1. Visual inspection of scale platform.
2. Visual inspection of bumper bolts/scale checking assembling.

3. Visual inspection of all load cells.
4. Visual inspection of weight bearing load cell beams and bolts.
5. Gauging of all hydraulic load cells.
6. Distance adjustment of all bumper bolts and check adjustments.
7. Purging and filling of load cells with hydraulic fluid.
8. Filling of load cell cavities with antifreeze for winter climate.
9. Calibrating and adjusting all sections of the scale with a minimum of 18,000 lbs. certified test weights. Contractor shall furnish sufficient certified test weights to conduct a proper test. The Contractor will actually unload the weights on each of the four sections and check calibration.
10. Making field adjustments as provided by the manufacturer, for maintaining scale within preventive maintenance tolerance.
11. Cleaning all working parts that affect the proper operation of the scale.

B. Response Times and Emergency Repairs:

When the need for repairs has been determined, the Cumberland County Solid Waste Complex Facility Manager (or his designate) shall inform the contractor of the need for service. It shall be the Contractor's responsibility to respond and initiate repairs on site at the Cumberland County Solid Waste Complex within two (2) hours of notification. The Foreman shall inspect the problem and fill out a work order stating what personnel and parts will be required to fix the problem. The work order must be signed by the Facility Manager (or his designate) prior to the start of work.

All Contractor's employees shall be required to sign in upon arrival at the facility and sign out prior to leaving the facility. The sign in/out log is located at the Cumberland County Solid Waste Complex Administrative Building.

C. Regulations

It shall be the Contractor's responsibility to observe all OSHA, Federal, State and Local regulations. The Contractor is solely responsible for the safety of its employees at all times.

D. Reporting:

After each repair or preventive maintenance service, the Contractor shall provide the Cumberland County Improvement Authority with a copy of the Contractor's work order that describes the services performed and parts replaced or repaired and a complete written report on the condition and accuracy of the scale.

E. Parts

Any parts required in the performance of this work shall be Emery Winslow parts or parts approved for use by Emery Winslow and shall comply with all Federal, State and/or Local code requirements. The Cumberland County Improvement Authority reserves the right to purchase replacement parts and make them available for installation by the Contractor.

F. Discount on parts:

The Contractor shall provide on the Proposal Page the percentage of discount from manufacturer's list price for replacement parts used for repairs. The Cumberland County Improvement Authority reserves the right to purchase replacement parts from other vendors.

An invoice for each service performed shall indicate the list price of each replacement part utilized and the discounted price of parts to be billed to the Cumberland County Improvement Authority.

G. Payment:

The Cumberland County Improvement Authority will pay for preventive maintenance services at the rate bid for the preventive maintenance services.

The Cumberland County Improvement Authority will pay for repair services at the hourly rate bid for the repair services, and only for the actual time spent at the Solid Waste Complex performing repair services.

All Contractor's employees shall be required to sign in and out whenever they are on site. The sign in log is located in the Administration building.

Travel time to and from the Contractor's place of business to the Solid Waste Complex shall be included in the rates bid for the preventive maintenance and repair services.

Travel time to obtain required parts will be agreed upon between the Contractor and the Facility Manager in advance of leaving the site to obtain the parts.

BID DOCUMENT SUBMISSION CHECKLIST

Scale Repair and Preventative Maintenance Services
Cumberland County Improvement Authority

Failure to submit each of the following documents is a mandatory cause for the rejection of bid (N.J.S.A. 40A:11-23.2).

Required With Submission of Bid (Owner’s Checkmarks)	Initial Each Item Submitted With Bid (Bidder’s Initials)
✓ A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u> .	
✓ A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u> .	
✓ A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> .	
✓ A listing of subcontractors as provided for in the Bid Specifications (and not just for “specialty trades” as per N.J.S.A. 40A:11-16).	
✓ If applicable, Bidder’s acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications, or bid document(s).	
✓ A certificate issued from the NJ Department of Labor, pursuant to the Public Works Contractor Registration Act, P.L. 1999, c.238, along with a copy of the registrations forms filed with the Commissioner of Labor.	
✓ Copies of Treasury Business Registration Certificates for all listed Contractors, Subcontractors and Suppliers.	

Failure to submit the following documents may be a cause for the bid to be rejected (N.J.S.A. 40A:11-23.1b).

Required With Submission of Bid (Owner’s Checkmarks)	Initial Each Item Submitted With Bid (Bidder’s Initials)
✓ Certification of Non-Segregated Facilities.	
✓ Submission of a Non-Collusion Affidavit (this form must be notarized).	
✓ Copies of General Contractor Licenses issued by the State of New Jersey, Department of Law and Public Safety, Division of Consumer Affairs.	

SIGNATURE: The undersigned hereby acknowledges and has submitted the above-listed requirements.

Name of Bidder: _____

By Authorized Representative

Signature: _____

Print Name and Title: _____

Date: _____

ADDENDA ACKNOWLEDGMENT

Scale Repair and Preventative Maintenance Services
Cumberland County Improvement Authority

FAILURE TO COMPLETE AND SUBMIT THIS ADDENDA ACKNOWLEDGMENT WITH BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit’s record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may subject the bid to rejection by the Authority.

Local Unit Reference Number or Title Addendum/Revision		How Received (mail, fax, pick-up, etc.)		Date Received

No addenda were received:

Acknowledgment of Bidder:

Name of Bidder: _____

By Authorized Representative

Signature: _____

Print Name and Title: _____

Date: _____

LIST OF SUBCONTRACTORS

Scale Repair and Preventative Maintenance Services
Cumberland County Improvement Authority

All subcontractors who will perform work on this project must be listed below or the bid will be considered non-responsive.

Single prime contracting bids, Bidders that propose using more than one subcontractor for any of the specialized “sub-prime” contractors, must submit a certificate with their bids listing each subcontractor named in the bid for that category of work.

Name

Business Street Address

Category of Work

Name

Business Street Address

Category of Work

Name

Business Street Address

Category of Work

Attach additional sheets as necessary. Number of additional sheets ____.



Cumberland County Improvement Authority

The Cumberland County Improvement Authority believes it is a function of government to train people for careers, and for their future, as well as to insure that there will be a skilled trained workforce in the future, and that an appropriate apprenticeship program would provide that workforce of skilled labor. Therefore the Authority requires the following:

1. That with respect to award of construction contracts which meet or exceed the bid threshold as established by the State of New Jersey, the bidder shall have an approved apprenticeship program pursuant to standards established under N.J.S.A. 34:1A-36 *et seq.*;
2. All sub-contractors used by said bidders shall also have an approved apprenticeship program; and
3. If a bidder or sub-contractor does not have its own approved apprenticeship program as set forth above, the requirement may be met by submitting a Statement of Agreement not to employ any worker of less than a journeyman status on the project.

APPROVED APPRENTICESHIP FORM FOR CONSTRUCTION PROJECTS

Public policy in the State of New Jersey as reflected by statutes (N.J.S.A. 34:15E -1 et seq. and N.J.S.A. 34:1A-36 et seq.) recognizes the benefits of highly skilled workforces through the implementation of apprenticeship programs.

Apprenticeship is training in occupations that require a wide and diverse range of skills and knowledge, as well as maturity and independence of judgment. It involves planned, day-by-day training on the job and experience under proper supervision, combined with related technical instruction.

As practiced by modern industry, apprenticeship is a business-like system designed to provide workers entering industry with comprehensive training by exposing them to the practical and theoretical aspects of the work required in a highly skilled occupation. This is accomplished through structured training on the job and related theoretical instruction.

TITLE 29, FEDERAL REGULATIONS, PART 29.4

An apprentice-able occupation is one that:

1. Is customarily learned in a practical way through a structured, systematic program of supervised on-the-job training.
2. Is clearly identified and commonly recognized throughout an industry.
3. Involves manual, mechanical, or technical skills and knowledge that require a minimum of 2,000 hours of on-the-job training.
4. Requires related instruction to supplement the on-the-job training. Such instruction may be given in a classroom, through correspondence courses, self-study, or other means of approved instruction.

Under the National Apprenticeship Act, the Bureau of Apprenticeship and Training (BAT) is responsible for providing service to existing apprenticeship programs and technical assistance to organizations who would like to establish an apprenticeship program. The Bureau works very closely with State Apprenticeship Councils (SAC) and the educational system to deliver support services at the national, state, and local levels.

Approved apprenticeship programs are usually available through local county vocational schools, through various union locals and/or through the U.S. Department of Labor. The U.S. Department of Labor of New Jersey is located at:

U.S. Department of Labor
Bureau of Apprenticeship and Training
485 Route 1 South
Building "E", Room 300

Iselin, New Jersey 08830
Phone: 732-750-9191 / Fax: 732-750-0788

The Cumberland County Improvement Authority's specifications for all construction require proof of an approved apprenticeship program. Alternatively, if a bidder or sub-contractor does not have its own approved apprenticeship program, the requirement may be met by submitting a Statement of Agreement not to employ any worker of less than a journeyman status on the project.

Acceptable forms of verification may include a United States Department of Labor Office of Apprenticeship Training Employer and Labor Registration, or a signed agreement with a contractor or other apprenticeship program, or any other form of verification acceptable to the County. Application forms for U.S. Department of Labor Apprenticeship Agreement, which are administered by the Office of NJ Department of Education, Office of School-to-Career and College Initiatives, and a sample copy of the U.S. Department of Labor Agreement are contained in this specification. Apprenticeship program requirements are considered a material requirement. Failure to comply with these requirements will be cause for rejection of your bid. Proof of an apprenticeship program for all trades should be presented with your bid at the time scheduled, but, in no case, later than forty-eight (48) hours after the date and time of the bid opening.

Following is a form upon which you will identify all various trades called for on this project. The bidder shall provide proof of participation in an approved apprenticeship program for each trade listed (and any other the vendor proposes to use).

Vendor must also supply proof of participation in appropriate apprenticeship program for subcontractors as well.

NOTE TO ALL BIDDERS:

A sample of an application for an apprenticeship program, and a copy of the certificate of an apprenticeship program are included in these specifications. A completed copy of either of these two forms submitted to the county will suffice as proof of an apprenticeship program.

UNITED STATES DEPARTMENT OF LABOR
 BUREAU OF APPRENTICESHIP AND TRAINING
 METROPOLITAN CORPORATE PLAZA
 BLDG. E, THIRD FLOOR
 485 ROUTE 1 SOUTH
 ISELIN, N.J. 08830

Comp. Date: _____
(State Use Only)

STATE OF NEW JERSEY
 DEPARTMENT OF EDUCATION
 OFFICE OF SCHOOL COLLEGE INITIATIVE
 PO BOX 500
 TRENTON, NEW JERSEY

Cert. #: _____
(State Use Only)

- New Program Vet/Reserve
 Registration School-To-Career and College
 Previous Apprentice Revision

PROGRAM NUMBER

APPRENTICESHIP STANDARDS/APPRENTICESHIP AGREEMENT JOINT APPROVAL

WORK PROCESS MUST BE ATTACHED

PRIVACY ACT STATEMENT: The information requested herein is used for apprenticeship program statistical purposes and not disclosed without the express permission of the the undersigned apprentice. Privacy Act of 1974-L.L. 93-579. NJAC 6-3-20.

1. Social Security No.		2. Name of Apprentice		3. Street Address		4. City		5. State		6. Zip Code	
7. Telephone		8. Date of Birth		9. Sex (M/F)		10. Ethnic Group		11. Vet/Reserve Status		12. D.O.T. Code	
13. Trade Occ. Title		14. Date Apprenticeship Began		15. Apprentice Signature (sign in black ink)		16. Sponsor Name		17. County Code		18. S.I.C. Index	
19. Street Address		20. City		21. State		22. Zip Code		23. Telephone Number		24. Federal Registration No.	
25. Date Program Registered		26. Total Employees in Co.		27. Union Affiliated		28. Long Program		29. Prior Credit Employment (Hours)		30. Prior Credit Related Instruction (Hours)	
31. Public Vocational School Related Instruction		32. Provision for related instruction		33. Number of Journeyworkers in this Trade		34. Wage Schedule		35. Based on journeyworker rate of \$		36. Name and Title of Sponsor's Authorized Official (Print)	

33. Number of Journeyworkers in this Trade _____ Ratio: 1 Apprentice to _____ Journeyworkers Authorizing _____ apprentices. Fraction of ratio applies.

34. Wage Schedule (Construction apprentice wages must be expressed in percentage of journeyworker rate.)

1st period \$ _____ per _____ (% of Journeyworker rate _____)	6th period \$ _____ per _____ (% of Journeyworker rate _____)
2nd period \$ _____ per _____ (% of Journeyworker rate _____)	7th period \$ _____ per _____ (% of Journeyworker rate _____)
3rd period \$ _____ per _____ (% of Journeyworker rate _____)	8th period \$ _____ per _____ (% of Journeyworker rate _____)
4th period \$ _____ per _____ (% of Journeyworker rate _____)	9th period \$ _____ per _____ (% of Journeyworker rate _____)
5th period \$ _____ per _____ (% of Journeyworker rate _____)	10th period \$ _____ per _____ (% of Journeyworker rate _____)

35. Based on journeyworker rate of \$ _____ per hour for a standard work week of _____ hours. Rate of Overtime _____ Probationary period _____

I have read and understand the conditions of the apprenticeship standards/apprenticeship agreement. The apprenticeship standards referred to herein are hereby incorporated into this agreement.

36. _____ Name and Title of Sponsor's Authorized Official (Print) _____ Signature

37. _____ Name and Title of Union's Authorized Official (Print) _____ Signature

Federal Representative _____ Date _____	County Apprenticeship Coordinator _____
Registered with the Bureau of Apprenticeship and Training, United States Department of Labor as _____	Approved by the New Jersey Department of Education, Office of School _____

THE APPRENTICE AND APPRENTICESHIP AGREEMENT

An "apprentice" shall mean an employee of legal working age who meets the qualifications established by the sponsor (age, education, physical, residency requirements, etc., shall be attached if applicable), and who is employed under a written agreement which provides that training and experience received be in accordance with these Standards of Apprenticeship. The apprentice shall be registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor and approved by the Office of School-To-Career and College Initiatives, New Jersey Department of Education, referred to hereafter as the Joint Agencies, as an apprentice and using the approved apprenticeship agreement form for these registrations. This apprentice agreement shall be signed by the sponsor, the apprentice and, if the apprentice is a minor, by his/her parent or guardian.

EQUAL OPPORTUNITY PLEDGE

The recruitment, selection, employment and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 CFR, Part 30, as amended. Selection Procedures and Affirmative Action Plan attached, if applicable.

Apprentices will be accorded equal opportunity in all phases of apprenticeship as stated above.

TERM OF APPRENTICESHIP, PROBATION PERIOD, CANCELLATION, WORK EXPERIENCE, WAGE SCHEDULE, LAYOFF, RATIO, ETC.

The term of apprenticeship shall be as stated on the attached trade schedule(s). Either party or agency may cancel the apprenticeship agreement by notifying the others. During the probationary period the apprenticeship agreement may be cancelled by either party without stated cause. After the probationary period, the agreement may be suspended or cancelled by sponsor for cause, or at the request of the apprentice. The registration and approval agencies and apprentice shall be notified in writing of all suspensions, cancellations, termination, and completions of apprenticeship together, with reasons applicable. When conditions make it necessary, every attempt will be made to have apprentices laid off in the commensurate ratio of apprentices to skilled workers (journeyworker) in the craft. Any apprentice laid off under this section shall be given the opportunity to be re-employed before any new apprentices shall be employed. When the employer is unable to fulfill their obligation under the apprenticeship agreement the transfer of the employer's training obligation should be made to another employer under the same program with the consent of the apprentice coordinator, apprenticeship committee or program sponsor. The ratio of apprentices to journeyworker is determined by the sponsor in consultation with the Bureau of Apprenticeship and Training consistent with the proper supervision, training and continuation of employment. The entry wages of the progressively increasing schedule of wages shall not be less than the Federal or State minimum wage unless a higher wage is required by a collective bargaining agreement.

SUPERVISION OF APPRENTICES

The sponsor shall designate a qualified person who will be responsible for the supervision and training of apprentices in accordance with the attached work process. Adequate records shall be kept by the sponsor indicating the apprentice's progress as well as current status in the training program by conducting periodic reviews and evaluations in both on-the-job and related instruction.

DUTIES OF THE JOINT AGENCIES

The sponsor and apprentice may consult with the representatives of the Bureau of Apprenticeship and Training or the Office of School-To-Career and College Initiatives concerning interpretations of the provisions of these standards.

WORKING CONDITIONS

The sponsor agrees to become familiar with Federal, State and local laws or regulations which may affect the employment of apprentices under this agreement. Except for related instruction, the workday and workweek should be the same as that of the journeyworkers in the trade.

RELATED INSTRUCTION

Supplemental related instruction is recognized as necessary to the development of competent journeyworkers. The New Jersey State Department of Education, Office of School-To-Career and College Initiatives and the county apprenticeship coordinator have the primary responsibility for providing and approving related instruction. This instruction constitutes a minimum of 144 hours for each year of apprenticeship. Exceptions must be approved by the Joint Agencies. Related instruction curricula are on file.

CREDIT FOR PREVIOUS EXPERIENCE

The sponsor may give credit for previous trade experience. Commensurate wage rates shall reflect any advancement of work credit. Related instruction credit will be evaluated and approved by the New Jersey Department of Education, Office of School-To-Career and College Initiatives together with county apprenticeship coordinators.

SAFETY PROVISIONS

Adequate and safe equipment and facilities for training and supervision, and safety training for apprentices on the job and in related instruction shall be furnished.

CERTIFICATE OF COMPLETION OF APPRENTICESHIP

Upon completion of apprenticeship, the sponsor will recommend that a Certificate of Completion of Apprenticeship be awarded to the apprentice. The Joint Agencies must verify completion of both parts of training prior to issuance of a Certificate of Completion, by the U.S. Department of Labor, Bureau of Apprenticeship and Training, and the New Jersey Department of Education, Office of School-To-Career and College Initiatives.

MODIFICATION OF STANDARDS

Any modification or changes in these standards will be submitted for approval promptly to the Bureau of Apprenticeship and Training. The Joint Agencies must verify completion of both parts of training prior to issuance of a Certificate of Completion by the U.S. Department of Labor, Bureau of Apprenticeship and Training, and the New Jersey Department of Education, Office of School-To-Career and College Initiatives.

ADJUSTMENT OF DIFFERENCES

In the event that differences arise as to the interpretation of the standards of the apprenticeship agreement which cannot be satisfactorily settled by the apprentice and the program sponsor, either party may request the advice and assistance of the Bureau of Apprenticeship and Training, the county apprenticeship coordinator, and/or the Office of School-To-Career and College Initiatives.

MAINTENANCE OF RECORDS

Records shall be maintained as required by the Bureau of Apprenticeship and Training and the Office of School-To-Career and College Initiatives.

DO NOT COPY

DO NOT COPY

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training
Certificate of Registration

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

Date

Registration No.

S. L. Chao
Secretary of Labor

Anthony D'Amico
Administrator Apprenticeship Training, Employment Labor Service

CONTRACTOR RESPONSIBILITY CERTIFICATION

Instructions: General Contractors, Construction managers or other prime contractors seeking to perform work for the Cumberland County Improvement Authority (“the Authority”), and all subcontractors hired by any such entity, shall be required to execute a Contractor Responsibility Certification. **It is required that all Contractor Responsibility Certifications be included with the Bid submission.** Generally, this Certification requires submitting firm to verify that:

It has satisfactory record of past contract performance and past law compliance that demonstrates a solid history of both technical competency and business integrity sufficient to justify receiving an Authority contract; and

It currently possesses all qualifications, skills, resources and other required performance capabilities needed to successfully complete the prospective contract it is seeking to perform; and

It will comply with all relevant security requirements.

Certification Submission Requirements:

Firms must certify compliance with all itemized contractor responsibility standards set forth in the Contractor Responsibility Certification to be eligible to perform work for the Authority. This requires “no” answers to Items 1 through 6 and “yes” answers to Items 7 through 11 in the Certification.

Failure to submit or fully complete this Certification shall render the firm ineligible for the prospective contract.

Submission of false or misleading information or statements in connection with this Certification shall render the firm ineligible to perform work for the Authority and/or shall be considered a material breach of any contract entered and entitle the Authority to all applicable remedies available at law or in equity.

Information on Apprenticeship Training can be obtained from:

New Jersey Apprenticeship Training

Jill Houser
Regional Director, USDOL/ETA/OA
JFK Federal Building, Room E-370
Boston, MA 02203
Telephone: 617-788-0177

Joann A. Tomenchok
State Director, USDOL/ETA/OA

Metro Star Plaza - Suite 201A
190 Middlesex Essex Turnpike
Iselin, NJ 08830
Telephone: 732-750-9191

CONTRACTOR RESPONSIBILITY CERTIFICATION

Firm Name: _____

Firm Address: _____

Contact Name: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

Project Name: _____

Project Number: _____

The submitting firm is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes.

1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?

Yes No

2. Has any officer, director, owner or managerial employee of the firm been convicted of, or pleaded guilty to, a felony within the past seven (7) years?

Yes No

3. Has the firm defaulted on any project in the past three years?

Yes No

4. Has the firm had any type of business, contracting or trade license revoked or suspended by any government agency or authority in the past three (3) years?

Yes No

5. Has the firm been found in violation of any other law relating to its contracting business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety* laws, by a final decision of a court or government agency or authority in the past three (3) years?

Yes No

*For purposes of this question, violations of safety laws may be limited to serious or willful safety violations.

6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three years?

Yes No

7. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local law to engage in the services it seeks to perform?

Yes No

8. Does the firm have all technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will it obtain same through the use of qualified, responsible subcontractors?

Yes No

9. Does the firm participate in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade in which it employs workers which has apprentices and trainees currently participating. The firm shall provide proof of meeting this qualification standard by submitting appropriate documentation as an attachment to this Certification.

Yes No

A “yes” answer to this question signifies that the firm will continue to participate in applicable apprenticeship programs for the full duration of the contract work.

A bidding firm, or its sub-contractor, that answers “No” to question 9 must complete a Statement of Agreement (question 11 herein) not to employ any worker of less than journeyman status on the Project.

10. If the Answer to 9 is “Yes,” does the apprenticeship program in which the firm participates meet the following criteria:

a. Has the program graduated at least 1 enrollee in each of the past three years?

Yes No

b. Has the program successfully graduated at least 75% of program enrollees in each of the past three years.*

Yes No

**Graduation rates for any particular year shall be calculated based on the number of enrollees who graduated in a given year divided by the total number of enrollees (and*

former enrollees) who could have been eligible to graduate in that year had they remained enrolled and timely completed the program.

11. If the answer to Question 9 is “No,” the following must be completed:

Statement of Agreement:

The undersigned certifies that he/she has personal knowledge and the necessary authority to agree that _____ does not have an approved
Name of Bidding Firm

Apprentice Program for the following Trades:

and that _____ agrees not to employ any worker of
Name of Bidding Firm

less than Journeyman status on this Project should such bidding firm be awarded the contract pursuant to this Request for Proposals.

Signature of Authorized Officer or Employee

Name (Please Print)

Title or Position Held

Date

12. Does the contractor agree to comply with any and all access control requirements imposed upon the contractor to gain entry upon Authority property to perform the work if they are the successful contractor?

Yes No

This certification has been completed by an authorized representative of the firm that the sufficient knowledge and information to address all matter addressed herein.

I certify that the foregoing representations regarding the past performance and present qualifications of the undersigned firm are true and correct.

Signature

Print Name

Title

Name of Firm

Date

LIST OF TRADES FOR THIS PROJECT

Please note the following list is not intended to be all-inclusive, but is intended to act as a guide for the bidder. It is the bidder's responsibility to determine if additional apprenticeship programs are required.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

CONSTRUCTION/EXCAVATION CONTRACTS ONLY

UNDERGROUND FACILITY PROTECTION ACT

N.J.S.A. 48:2-73

ONE-Call is an underground facilities damage prevention system that operates under the direction of the Board of Public Utilities. ONE-CALL maintains membership and service territory data on each operator of an underground facility. Excavators must contact the system prior to excavations and, in turn, ONE-CALL will notify the operators of the planned excavation. Operators must then locate and mark out all of their facilities.

THE ATTENTION OF THE BIDDER IS DIRECTED TO THE FACT THAT THE CONTRACTOR IS RESPONSIBLE TO ASCERTAIN THE LOCATION OF ANY EXISTING UTILITY PRIOR TO ANY EXCAVATION WORK.

PRIOR TO STARTING ANY EXCAVATION WORK, THE CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATION SERVICE BY CALLING 1-800-272-1000 OR 1-908-232-9570.

The provisions of any other law, rule, regulation or ordinance to the contrary notwithstanding, any permit or permission for a road opening, building, blasting, demolition, or excavation granted by a public entity to an excavator that will result in excavation or demolition activity shall not be effective until the excavator has notified the One Call Damage Prevention System pursuant to Section 10 of the Act. This proof may be provided by supplying the public entity with the confirmation number assigned to the notice of intent pursuant to Subsection b of Section 4 of the Act.

An excavator shall notify the One-Call Damage Prevention System, established pursuant to Section 4 of this Act, of its intent to engage in excavation or demolition not less than three (3) business days and not more than ten (10) business days prior to the beginning of the excavation or demolition.

A COPY OF PROOF OF CONTACTING ONE-CALL WILL BE REQUIRED WITH ANY AUTHORITY PROJECT THAT REQUIRES ANY EXCAVATION AND/OR DEMOLITION WORK. THIS PROOF SHALL CONSIST OF A VERIFIED COPY OF THE ONE-CALL CONFIRMATION NUMBER ISSUED FOR THE PROJECT. THIS CONFIRMATION SHALL BE GIVEN TO THE SOLID WASTE COMPLEX ADMINISTRATOR AS PART OF AUTHORIZATION FOR FUTURE PAYMENTS FOR THE ASSOCIATED PROJECT.

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

CONTRACTOR'S REFERRALS

Name of Contractor _____

Business Address _____
w/ Tel. No. _____

Principals _____

List the three most recently completed projects that are similar in scope of work:

<u>Name of Project</u>	<u>Contact Person</u>	<u>Telephone No.</u>
_____	_____	_____
_____	_____	_____

Amount of Your Work \$ _____ Date Project Completed _____

<u>Name of Project</u>	<u>Contact Person</u>	<u>Telephone No.</u>
_____	_____	_____
_____	_____	_____

Amount of Your Work \$ _____ Date Project Completed _____

<u>Name of Project</u>	<u>Contact Person</u>	<u>Telephone No.</u>
_____	_____	_____
_____	_____	_____

Amount of Your Work \$ _____ Date Project Completed _____

THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
BID DOCUMENT
PROPOSAL PAGE

Submitted by: _____
Vendor's Name

This proposal is submitted in accordance with the bid proposal for the following project.

Scale Repair and Preventative Maintenance Services
Cumberland County Improvement Authority

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

The Agreement shall be for a term of twenty-four (24) months, beginning January 1, 2017 and ending December 31, 2018. In accordance with the specifications, the CCIA has the sole option to renew this contract for up to three (3) additional one (1) year terms. All terms and conditions of the original contract shall remain unchanged except the Contractor may request an increase in service rates for the optional term. Any increase request shall not exceed the cost of living index found at the New Jersey Division of Local Government Services website prevailing at the time of the request to renew the contract. Should the CCIA determine that the requested increase is unacceptable, the CCIA shall rebid for the service.

After having carefully examined and reviewed the Bid Advertisement, Bidding Instructions, Scope of Work, Technical Specifications, and all addenda, bulletins etc., we the undersigned hereby agree to furnish scale repair and preventative maintenance services, upon request of the Cumberland County Improvement Authority, to the Cumberland County Improvement Authority, all in strict accordance with the specifications for the following prices:

Preventive Maintenance Services (to be performed on Saturday afternoons after the scales are closed for the day)

- A. Lump Sum Price for Quarterly Preventive Maintenance \$ _____
- B. Total Annual Preventive Maintenance Service Cost (4 x A) \$ _____

II. Repair Services

Repair Services: The hourly rate for repair services shall include all of the personnel and equipment called out for a typical crew. Bidder is to show **all** actual crew members and equipment intended to be provided.

List All Proposed Crew Personnel by Category

List Equipment to be provided

- A. Total Regular Hourly Crew Rate \$ _____
- B. Total Overtime Hourly Crew Rate \$ _____
- C. Total Weekend Hourly Rate \$ _____
- D. Total Holidays Hourly Crew Rate \$ _____

List holidays observed by firm: _____

III. Discount on parts

List percentage discount from list price for parts utilized for repairs.

Photocopy of list prices must be provided with this proposal.

The bid bond or certified check is to be computed based upon a contract amount of \$20,000.

Bid Submitted by:

Company Name _____

Company Address _____

Company Telephone Number _____

Name of Company Officer _____

Signature of Company Officer _____

Position _____ Date _____

SURETY FORM

N.J.S.A. 40A:11-22 provides in pertinent part that where a contracting unit requires a performance bond, the contracting unit must require from all bidders a certificate from a surety company stating that the surety company will provide the contractor with a performance bond.

A performance bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: _____

RE: _____
(Contractor)

(Name of Project)

This is to certify that the _____
(Surety Company)

Will provide to _____
(Contractor) (Address)

a performance bond in the event that said contractor is awarded a contract for the above project.

Authorized Agent of Surety Company

THIS CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED INDIVIDUAL OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE BID.

NO OTHER FORM OR DIFFERENT LANGUAGE SHALL BE ACCEPTED.

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business: _____

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

OR

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

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own ten percent (10%) or more of the stock of any class of that owning corporation. If no one owns ten percent (10%) or more stock, attest to that.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corporation Limited Liability Partnership
- Subchapter S Corporation

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

Stockholders:

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Please attach additional sheets as may be required. Number of additional sheets ____.

Subscribed and sworn before me this ____ day of _____, 20____.

(Notary Public)

(Affiant)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NOTE: NO BID WILL BE AWARDED UNLESS THE ABOVE STATUTE IS COMPLIED WITH.

CERTIFICATION OF NONSEGREGATED FACILITIES

THE UNDERSIGNED CERTIFIES that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and other storage or dressing areas, transportation, and housing facilities, recreation or entertaining areas, parking lots, drinking fountains provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

THE UNDERSIGNED FURTHER AGREES that except where he has obtained identical certifications from proposed subcontractors for specific time periods he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward a notice to his/her proposed subcontractors as provided in the Instructions to Bidders.

Signature: _____

Date: _____, 20_____

Title: _____

Subscribed and sworn before me

this _____ day of _____, 20_____

Signature

My commission expires:

_____, 20_____.

CUMBERLAND COUNTY IMPROVEMENT AUTHORITY

Scale Repair and Preventative Maintenance Services
Cumberland County Improvement Authority

NON-COLLUSION CERTIFICATE

The undersigned Bidder hereby specifically certifies that, to the best of his knowledge and belief, the annexed bid proposal for the above named project has not been prepared in collusion with any other bidder or like item or service and that the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of said bidder so any such person other than the recipient of such bid and will not be communicated to any such person prior to the official opening of said bid.

Bidder fully understands that no premiums, rebates or gratuities are permitted either with, prior to, or after signing of contract. Any such violation will result in the cancellation and the removal from the bid list.

Undersigned bidder further certifies that he has the necessary authority to sign this stipulation stating he has not entered into any agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above named project.

This certification may be treated for all purposes as a sworn statement made under oath as equivalent affirmative and subject to the provisions of N.J.S.A. 2C:23-1 through N.J.S.A. 2C:23-3, inclusive, and relevant sequential sections, and if applicable, 13 U.S.C. 1001, *et seq.*

Signature: _____

Name: _____
Please Print

Title: _____

Company: _____

Date: _____, 20_____