

**MERCER COUNTY IMPROVEMENT AUTHORITY**

**REQUEST FOR BIDS**

**FURNISHING OF SERVICES IN CONNECTION WITH  
THE TRANSFER AND RECYCLING OF DISCARDED TIRES**



**Issue Date: June 12, 2020**

**Due Date: June 30, 2020**

**MERCER COUNTY IMPROVEMENT AUTHORITY**  
**FURNISHING OF SERVICES IN CONNECTION WITH**  
**THE TRANSFER AND RECYCLING OF DISCARDED TIRES**

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## NOTICE TO BIDDERS

### FURNISHING OF SERVICES FOR THE TRANSFER AND RECYCLING OF DISCARDED TIRES

MERCER COUNTY IMPROVEMENT AUTHORITY

MERCER COUNTY, NEW JERSEY

Notice is hereby given that sealed bids will be received by the Mercer County Improvement Authority (the "MCIA" or "Authority") for the Furnishing of Services for the Transfer and Recycling of Discarded Tires. Bids will be opened and read in public at the Mercer County Improvement Authority, 80 Hamilton Avenue, 2<sup>nd</sup> Floor, Trenton, NJ 08611 on Tuesday, June 30, 2020 at 11:00 a.m. prevailing time. Attendees shall abide by social distancing guidelines and are required to wear a mask while attending the bid opening.

The successful bidder will enter into a one (1) year contract beginning August 1, 2020 and ending July 31, 2021. The MCIA, may, as an option, extend the contract for two (2) one-year periods, i.e., August 1, 2021 to July 31, 2022 and August 1, 2022 to July 31, 2023.

Bid prices shall be fixed for the full term of the one-year contract and not subject to increase during the term of the contract.

Bid Specifications and Bid Forms (collectively, the "Bid Documents") for the proposed work may be obtained by visiting the following link <http://www.mcianj.org/content/504/default.aspx> or by contacting Mr. Daniel Napoleon, Director of Environmental Programs, at (609) 278-8100 X1200 or email at [dnapoleon@mercercounty.org](mailto:dnapoleon@mercercounty.org).

Bids must be made on the proposal forms in the Bid Documents in the manner designated therein, and must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the project on the outside, addressed to the MCIA, and must be accompanied by a Bid Bond, Certified Check or Cashier's Check drawn to the order of Mercer County Improvement Authority for ten percent (10%) of the total amount bid, provided said security need not be more than \$20,000.00. All bid guarantees shall be accompanied by an executed consent from an approved surety company licensed to conduct business in the State of New Jersey, agreeing to furnish the required Performance Bond upon the award of contract.

The signed proposal forms, bid security and all required bid forms must be delivered to the bid opening location above on or before the date and hour indicated. The accepted bidder must sign the contract within ten (10) days after the Notice of Award or forfeit his/her/its bid security. Bid securities will be returned to all but the three apparent lowest responsible bidders. All other bid securities will be returned after awarding and signing of the contract and approval of the Contractor's Performance Bond.

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof.

Bidding shall be in conformance with the applicable requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1- et seq.

Bidders are required to comply with the current requirements of N.J.S.A.10:5-31 et seq. P.L. 1975, c.127 (Affirmative Action); N.J.S.A. 52:25-24.2 P.L. 1977, c.33 (Disclosure of Ownership) and N.J.S.A. 52:32-44 P.L. 1999, c. 39, as amended by P.L. 2004, c. 57, (NJ Contractor Business Registration Act).

The MCIA reserves the right to reject any or all proposals, in whole or in part, or to make awards to such bidder or bidders who, in the judgment of the MCIA, makes the most advantageous bid, and to waive such informalities as may be permitted by law.

In order to encourage full participation in this opportunity, please submit any requests for accommodations of people with disabilities to the MCIA at (609) 278-8100. People who are deaf, hard of hearing and/or speech impaired should access this service by contacting the New Jersey Relay Service at 1-800-852-7899 – (TTY).

**BY ORDER OF THE MERCER COUNTY IMPROVEMENT AUTHORITY**

**MERCER COUNTY IMPROVEMENT AUTHORITY**

**FURNISHING OF SERVICES FOR THE  
TRANSFER AND RECYCLING OF DISCARDED TIRES**

**SECTION 1: INSTRUCTIONS TO BIDDERS**

1. Sealed bids will be received by the MCIA, 80 Hamilton Avenue, 2<sup>nd</sup> Floor, Trenton, New Jersey 08611, at 11:00 a.m. (***prevailing time***) ***Tuesday, June 30, 2020*** at which time they will be publicly opened and read aloud for the furnishing of services for the transfer and recycling of discarded tires (collectively, the “Services”). The bid is based on a one (1) year contract anticipated to begin on August 1, 2020 and end on July 31, 2021, with two (1) year options.
2. Bids must be made on the Bid Proposal Forms and in the manner designated and required therein. Bids shall be addressed and delivered to Carol Navarro, Purchasing Manager, at the MCIA, 80 Hamilton Avenue, 2<sup>nd</sup> Floor, Trenton, New Jersey 08611. Bids must be enclosed in a sealed envelope displaying the name and address of the Bidder and must clearly display the words **“Bid for FURNISHING OF SERVICES FOR THE TRANSFER AND RECYCLING OF DISCARDED TIRES.”** **Bids must be received by the MCIA on or before the date set forth above. Bids received after that time and date shall be returned to the bidder unopened.**
3. Bid must include the following documents submitted in the following order:
  - A. Bid Proposal Form (Form A, attached)
  - B. A Bid Guarantee in the form of a Certified Check, Cashier’s Check or Bid Bond in the amount of 10% of the total bid, not to exceed \$20,000, for one year of the contract price based on the amount of tires collected in 2016 which is 350 tons.
  - C. All Bid Guarantees except the security of the three (3) apparent lowest responsible bidders, shall be returned, unless otherwise requested by the bidder, within ten (10) days after the opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three (3) days, Sundays and holidays excepted, after the awarding and signing of the contract and the approval of the contractor’s performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.
  - D. The Bid Guarantee shall be forfeited if the bidder fails to enter into a contract with the MCIA after notice of the acceptance of its proposal. The guarantee will also be forfeited and retained by the MCIA if a successful bidder’s proposal is accepted by the MCIA and that bidder shall fail to deliver to the MCIA the performance bond within ten (10) days after notification of award of a contract by the MCIA.
  - E. Copy of all applicable licenses, registrations and permits, including a valid A-901 license. All bidders are required to be licensed pursuant to N.J.S.A. 13:1E et.seq. and N.J.A.C. 7:26-16.1 et seq. (commonly known as A-901). A company that does not hold an A-901 license cannot legally enter into a contract to provide the Services.

- F. Contractor Enforcement History (Form B, attached).
  - I. Non-Collusion Affidavit (Form C, attached).
  - J. Stockholders Disclosure Statement. All prospective bidders of corporations or partnerships shall submit a listing of all stockholders who own ten percent (10%) or more of its stock in accordance with Public Law 1977, c.33 (Form D, attached)
  - K. Consent of Surety (Form E, attached). When a surety company bond or performance bond is specified, each bidder must include with its bid proposal a certificate or letter from a surety company authorized to do business in the State of New Jersey stating that it will provide the bidder with a performance bond in the sum so stated if it is successfully awarded a contract.
  - L. Acknowledgement of Receipt of Changes to Bid Documents (Form J, attached).
  - M. Disclosure of Investment Activities in Iran (Form K, attached)
  - N. Bid Document Submission Checklist (Form M, attached).
4. If not submitting a bid proposal in accordance with the attached instructions and specifications, the outside of the above stated envelope shall be plainly marked **"NO BID"** when being returned. If bidder wishes to remain on bid list, please mark **"NO BID – PLEASE RETAIN ON BID LIST"** on the front page of this proposal.
  5. Bid submission shall be provided on a CD along with an original and copy of properly signed bid proposal forms as required. Bids received after the time indicated in the Notice to Bidders shall be returned unopened. The MCIA will not be responsible for late postal delivery service, nor will postmark dates be considered in honoring bids. No late bids will be accepted or considered.
  6. Bidders shall use the forms provided by the MCIA or true copies thereof. Copying of blank forms is permitted. Bids must be prepared in ink, by computer, or typewriter. Bidder shall sign bid in ink. All erasures or corrections must be initialed by each signatory in ink.
  7. Bidders are required to comply with the requirements of P.L. 1975, Chapter 127 (N.J.A.C. 17:27) (Affirmative Action).
  8. Bidders are cautioned to obtain and review the documents well in advance of submitting bids.
  9. The MCIA reserves the right to reject any or all bids, to waive any informalities in the bids received, and to accept that bid which in its judgment will best serve the interest of the MCIA, all in accordance with applicable law.
  10. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the MCIA prior to the specified time of the bid opening.

11. The bid prices submitted must remain firm for a period of at least sixty (60) days after the receipt and opening of bids, or for such other period of time as may be specified elsewhere in the specifications. The bid prices must remain firm for the term of the contract for the successful bidder.
12. The MCIA shall award a contract or reject all bids within sixty (60) days after the receipt and opening of bids or within such time as may be specifically stated elsewhere in the specifications unless the consent of the bidder is obtained.
13. This contract shall be awarded to the lowest responsible bidder meeting all the requirements and qualifications specified in the contract documents and shall be declared by the MCIA. The contract awarded between the MCIA and the successful vendor shall establish the contractual obligation regarding the specific items, specifications, and services to be provided to the MCIA.
14. The successful bidder shall furnish a performance bond for the total amount of the contract within ten (10) days of award of bid to insure faithful performance. The bond shall be that of an approved, licensed company authorized to transact business in the State of New Jersey.
15. All contracts shall be deemed entered into between the successful bidder and the MCIA after the MCIA receives the required performance bond and all necessary signatures for the contract.
16. The successful bidder shall perform all the work required by the contract documents in full accordance with these Instructions to Bidders and Specifications, and made a part hereof.
17. The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the MCIA.
18. All MCIA contracts prohibit the successful bidder from discrimination in the hiring of persons who are qualified and available to perform work to which the contract relates by reasons of race, creed, color, national origin or ancestry, in accordance with N.J.S.A. 10:2-1 through 10:2-4, with all amendments.
19. Should any difference arise between the contracting parties as to the meaning or intent of these Instructions and Specifications, the decision of the MCIA shall be final and conclusive.
20. The MCIA reserves the right, in the event of unsatisfactory service, to cancel the contract awarded to the successful bidder and to enter into a contract with the second lowest bidder whose proposal complies in all respects with requirements stated herein for the balance of the contract period. If it is necessary to cancel the original contract heretofore provided, the MCIA shall be reimbursed by the successful bidder for any increased costs incurred in awarding the contract to the second lowest bidder for the balance of the contract period.
21. The successful bidder agrees that it will make no claim for additional payment or any other concession because of a misinterpretation or misunderstanding of the contract on its part, or any failure to fully acquaint itself with any conditions relating to the contract.
22. The MCIA is exempt from all taxes including Federal Excise Tax, Transportation Taxes, and State Sales or Use Tax.

23. The MCIA is the only party authorized to award and execute contracts and change orders with the successful bidder.
24. The successful bidder agrees to protect, defend and save harmless the MCIA against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture or construction or form a part of the work covered by its contract; and the successful bidder further agrees to indemnify and save harmless the MCIA from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any parties, by, or from any acts of the contractor, its servants or agents.
25. Parties must conform in all respects to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and any applicable laws, regulations and ordinances of the federal, state, county and municipal governments and all departments and bureaus thereof having jurisdiction.



**MERCER COUNTY IMPROVEMENT AUTHORITY**  
**FURNISHING OF SERVICES FOR THE**  
**TRANSFER AND RECYCLING OF DISCARDED TIRES**

**SECTION 2: SCOPE OF SERVICES**

**A. INTENT**

It is the intent of the MCI A to contract with a firm licensed by applicable federal, State, and local agencies to perform the Services as defined herein, in connection with the furnishing of services for the transfer and recycling of discarded tires.

The Services shall include, but not be limited to, all Services outlined in the Contractor's proposal. The contractor shall be responsible for removal of source separated tires from the Mercer County Transfer Station and transport to the selected contractor's facility for the purpose of recycling.

**B. CONTRACTOR'S QUALIFICATIONS**

The Contractor shall coordinate the work for the transfer and recycling of discarded tires with the MCI A, and/or any governmental or other participating agencies working with the MCI A. The Contractor shall perform the Services with due diligence and requisite care.

Work shall commence when requested by the MCI A, in conformance with the contract documents, and any addenda thereto. In performing its duties, the Contractor shall employ that degree of skill efficiency and judgment as is ordinarily employed in the performance of similar Services.

**C. TERM OF AGREEMENT**

The term of this Agreement (the "Term") shall be for one year beginning August 1, 2020 and ending July 31, 2021. The MCI A, may, as an option, extend the contract for two one-year periods, i.e., August 1, 2021 to July 31, 2022 and August 1, 2022 to July 31, 2023.

**SECTION 3: SPECIFICATIONS**

**A. PRICING**

Proposals must be submitted on a **unit price** based upon:

1. Cost per trailer load based on a net weight of twelve (12) tons per trailer, plus trailer storage and transportation from the transfer station to the contractor's facility for the purpose of recycling; option year (s) shall be quoted the same.

**NOTE:** In 2019 the transfer station collected 250 tons of tires. It is estimated that each trailer will hold approximately twelve hundred (1200) tires. **This information is provided to assist respondents in calculating costs per load for each option period. It is not a guarantee of actual tonnages to be collected. This information will not be used to determine award of this contract.**

2. Any fees or costs related to the recycling of the tires shall be included in the cost per trailer load.
3. The contractor shall provide a minimum of three (3) 40' to 42' closed top trailers on the site at all times.
4. The contractor shall provide acceptable monthly weight reports and subsequent billings to the Mercer County Improvement Authority. The weights shall be based on the transfer station scale weights. Tonnage reports shall be submitted monthly to the MCIAs Operations Department.
5. The contractor shall provide timely removal and replacement of loaded trailers within forty-eight (48) hours of receiving notice from the MCIAs.
6. The selected contractor shall provide only road-safe and well maintained trailers for the loading and transporting of the source separated discarded tires. The repair and maintenance of trailers are at the sole cost and responsibility of the contractor.
7. The contractor shall provide a business plan to the MCIAs which shall include the following:
  - Description of the process to be used to reclaim recyclable material and the raw material or product which will be made from the tires.
  - Location where the process will be carried out, as well as receipts from the end markets identifying delivery dates of tires for recycling purposes.
  - Identification and documentation of the markets which will use the end product.
  - A history of the contractor's experience in tire recycling including references of all county and municipal tire recycling contracts, three additional references and a description of tire processing equipment.
8. The contractor shall provide the MCIAs personnel reasonable access to any and all facilities utilized by the contractor for its tire recycling operations.

## **B. MCIA's OBLIGATIONS**

The MCIA will provide the labor for the loading of the trailers, but the contractor must provide the proper training and/or guidelines for the loading of the trailer to the specifications of the contractor.

In addition, the MCIA will:

1. Inspect all incoming tires to ensure they are free of split rims and/or contamination.
2. Ensure that tires are no larger than 1100 series.
3. Ensure compliance to load limitations based upon federal and state weight restrictions.
4. Tires under 1100 series can remain with rims.

## **C. JOINT RESPONSIBILITIES OF THE PARTIES**

1. The MCIA and the Contractor shall assist and cooperate with each other to complete the work under this Proposal in a timely and effective manner.
2. The MCIA and the Contractor shall promptly hold all meetings and serve all public and private notices required of each.
3. The MCIA and the Contractor shall furnish all approvals and permits that may be required by governmental or regulatory bodies necessary for the completion of the Services, including, but not limited to, the Contractor's obligation to supply the permits.

### **SECTION 4: SUSPENSION, ABANDONMENT AND TERMINATION**

The MCIA shall have the right to terminate the agreement with the Contractor by giving the Contractor seven (7) days written notice. The MCIA shall have the right, in its sole discretion, to suspend or abandon the Services, in part or in whole, or change or amend the Services, and any such action shall in no event be deemed a breach of contract. The Contractor shall deliver to the MCIA all documents and data generated up to the date of the notice of termination.

### **SECTION 5: INSURANCE AND INDEMNITY**

#### **INSURANCE REQUIREMENTS**

- A.** The Contractor, prior to commencing work, shall provide at its own expense, the following insurance to the MCIA together with evidence of such insurance as stated below. Thirty (30) days prior to cancellation or material change or notice of non-renewal of the policies, the Contractor shall give notice to the MCIA, by registered mail, return receipt requested, for all of the following stated insurance policies. The Certificates of Insurance shall state:

“Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left.”

**B.** All notices shall name the Contractor and identify the Agreement. All policies shall be endorsed naming the MCI, MCI's staff, consultants of the MCI and/or the County of Mercer, its officers, employees, agents and servants, their successors and/or assigns as their interests may appear, as additional insured. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be insured on an "occurrence" basis. The MCI may waive or modify any requirement stated herein if the MCI, in its sole judgment and discretion, deems it would be in its best interest to do so.

**C. Workers' Compensation**

The Contractor shall obtain Standard Workers' Compensation Insurance indemnifying the Contractor against any loss arising from liability or injuries sustained by any and all agents, servants, employees, and all of the sub-contractors of the Contractor who shall be entitled to compensation under the Workers' Compensation Law of the State of New Jersey (Workers' Compensation Limit – statutory/Employers Liability limit \$500,000 each accident). If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."

**D. General Liability**

The Contractor shall obtain General Liability Insurance on an "occurrence" form with a one million dollars (\$1,000,000.00) single limit of liability per occurrence and two million dollars (\$2,000,000.00) annual aggregate. The Policy shall be written on the most current general liability occurrence form and include products completed operation ISO form CG2037 or coverage at least as broad shall be included. The Policy shall have an aggregate limit of insurance on a per project basis. The Policy will contain no endorsements that would limit or eliminate the coverage provided by the 1990 ISO version. In the event the policy as an aggregate limit of liability, said policy must include ISO Form CG-25-03-97 Amendment-Aggregate Limits of Insurance (per project). The Contractor will indemnify and hold the MCI its, agents, servants & employees harmless against any and all losses or liability resulting from claims arising out of the activities of the Contractor its agents, servants and employees, and all of its subcontractors using CG2037 or coverage at least as broad on a primary noncontributory form basis and include waiver of subrogation.

**E. Automobile Liability**

The Contractor shall obtain Automobile Liability Insurance with a minimum combined limit of liability of one million dollars (\$1,000,000.00) per accident. Said Policy must include coverage for owned, non-owned and hired autos. The Policy must also have an MCS 90 endorsement, a true copy of which must be filed with the MCI. The policy must provide for the defense for the first named insured, as well as the MCI and the County of Mercer, all of whom are to be endorsed to the policy as additional insured. If subject to the Motor Truck Carrier Act of 1980, the policy must also include the MCS 90 endorsement, a true copy of which must be filed with the MCI, include waiver of subrogation and primary noncontributory basis.

**F. Environmental Impairment Liability**

The Contractor shall obtain a Contractor's Pollution Policy with a minimum combined single limit of two million (\$2,000,000.00) per occurrence with a four million dollars (\$4,000,000.00) annual aggregate (primary pollution coverage or primary and excess pollution combined is acceptable). Said policy shall be written on an occurrence form with a minimum five (5) year sunset clause on coverage for completed operations. Policy should also include coverage for Third Party Liability. The policy must provide for the defense of the first named insured as well as the MCIA, its officers, employees, agents, and servants, all of whom are to be endorsed to the policy as additional insured.

The Contractor's pollution policy must include coverage for the removal clean-up and remediation of any and all pollutants at an operational exposure or while in transit due to the negligence of the Contractor. Further, said policy must provide bodily injury and property damage liability coverage resulting from or directly related to a pollution event caused by the Contractor. A true specimen of the policy must accompany the bid proposal.

In addition to the Contractor's pollution policy above, the Contractor will obtain an environmental impairment liability of one million dollars (\$1,000,000.00) with a minimum of two million dollars (\$2,000,000.00) annual aggregate which identifies all potential TSD locations. Coverage must be as broad as that expressed above for the Contractor's pollution policy and must also be endorsed to name the MCIA, its officers, employees, agents and servants as additional insured.

**G. Disability Benefits**

The Contractor shall provide proof of compliance with the Disability Benefits Law.

**H. Umbrella/Excess Liability**

The Contractor shall obtain Excess or Umbrella Liability Policy on follow form basis (to respond in excess of the commercial general liability, employers liability and commercial automobile liability policies) at limits of no less than \$5,000,000.00 combined single limits per occurrence. Policy shall apply on a primary noncontributory basis.

**I. Policy Changes**

If at any time, any of the foregoing policies shall be or become unsatisfactory to the MCIA, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the MCIA the Contractor shall, upon notice to that effect from the MCIA, within thirty (30) days obtain a new policy, submit the same to the MCIA for approval and submit a Certificate thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the MCIA, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor of any liability under the

Agreement. All policies required above shall contain a thirty (30) day notice of cancellation and/or non-renewal and shall require the insured to notify the Authority of its intent to either cancel or not to renew immediately.

**J. Insurance Companies**

The Contractor shall use an insurance company(ies) that has (have) an A.M. Best rating of at least AX. The MCI A at its sole judgment and discretion, if it considers it appropriate to do so, may allow the Contractor to utilize and insure with a rating less than AX. All such requests must be forwarded to the MCI A for its review and approval. The Contractor shall use an insurance company(ies) that is (that are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Insurance of the State of New Jersey.

**K. Hold Harmless Provision**

Contractual Liability Insurance: The Contractor shall indemnify, defend, and hold harmless, the MCI A, its consultants and the County of Mercer, and their respective officers, agents, Contractors, Subcontractors, servants and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees and/or any other person or persons and whether or not such claims, demands, suits, or proceedings are just, unjust, groundless, false or fraudulent. The Contractor shall furnish evidence to the MCI A that with respect to accomplishing the work in the Agreement, it carries said Contractual Liability Insurance in the amounts specified in Paragraph D, above.

**SECTION 6: CONSULTANTS**

The MCI A may retain professional or other consultants to furnish services throughout the term of its Agreement with Contractor, and Contractor shall cooperate with such other professional consultant(s) of the MCI A in connection with the performance of the Services.

**SECTION 7: OWNERSHIP STATEMENT**

State of New Jersey Laws of 1977, Ch. 33. No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or 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 exercises 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 ten percent or more of its stock, or any class or of all individual partners in the partnership who own a ten percent or greater interest therein, as the case may be. If

one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent or more of that corporation's stock, or the individual partners owning ten percent or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent ownership criteria established in this act, has been listed. (See Form F, attached).

**MERCER COUNTY IMPROVEMENT AUTHORITY  
FURNISHING OF SERVICES  
FOR THE TRANSFER AND RECYCLING OF DISCARDED TIRES**

**FORM A**

**BID PROPOSAL FORM**

The undersigned agrees to furnish and to provide the following services in accordance with the Bid Documents.

**DESCRIPTION OF SERVICES**

1. Regular pick up and removal of recyclable tires from the MCIA transfer station to the contractor's facility for the purpose of recycling.
2. Proposal calculation must be based on the net weight of twelve (12) tons per trailer load plus the cost of trailer storage at the transfer station and transportation from the transfer station to the contractor's facility for the purpose of recycling.
3. Any fees or subsequent costs related to the recycling of the tires shall be included in the cost per load.

	<b>UNIT PRICE (COST/LOAD)</b>
<b><i>Year 1:</i></b>	_____
<b><i>OPTION Year 2</i></b>	_____
<b><i>OPTION Year 3</i></b>	_____

The contractor agrees to have all the equipment and/or amenities on site and ready for use fourteen (14) days after date of award.

The contractor shall indicate, by attachment, and describe in detail any and all deviations from the specifications. Material deviations may result in rejection of bid. All bids are to be returned to the MCIA by **11:00 a.m. on Tuesday, June 30, 2020**. Proposals received after that date will not be considered.



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

Name of Bidder: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone #: \_\_\_\_\_

**MERCER COUNTY IMPROVEMENT AUTHORITY**

**FURNISHING OF SERVICES FOR THE  
TRANSFER AND RECYCLING OF DISCARDED TIRES**

**FORM B**  
**CONTRACTOR ENFORCEMENT HISTORY**

1. List all indictments, formal charges, and convictions against the company, key employees, officers, directors or owners of any environmental law or statute at the state, federal or local level, or any other laws of a criminal nature. If none, write "none" in the space below.

2. Is the Company suspended or barred from doing business with the State of New Jersey or any governmental entity within the State? If yes, provide details below or on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

3. List all actions or violations of hazardous waste transportation laws and regulations in any jurisdiction that the Company has been cited for and indicate if the violations are on-going. If none, write "none" in the space below.

4. Has the Company's license or permit for either transportation of solid waste and/or treating, storing, recycling or disposing of solid waste been suspended or is it pending suspension in any jurisdiction pending final hearings? If yes, provide details below or on a separate sheet.

YES \_\_\_\_\_

NO \_\_\_\_\_

5. Has the Company received a notice of revocation of any permit it holds, even if a hearing is pending? If yes, provide details below or on a separate sheet.

YES \_\_\_\_\_

NO \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

MERCER COUNTY IMPROVEMENT AUTHORITY

FURNISHING OF SERVICES FOR THE  
TRANSFER AND RECYCLING OF DISCARDED TIRES

FORM C  
NON-COLLUSION AFFIDAVIT

Mercer County Improvement Authority  
County of Mercer

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

I am \_\_\_\_\_ of the firm  
of \_\_\_\_\_, the bidder making the  
proposal for the above-named Contract, 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 Contractor; and that all  
statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that  
the Mercer County Improvement Authority relied 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 proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except  
bona fide employees or bona fide established commercial or selling agencies maintained by  
\_\_\_\_\_. (Name of Vendor)

Signed: \_\_\_\_\_  
\_\_\_\_\_  
(type name of affiant under signature)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

Signature of Notary Public  
Notary Public of \_\_\_\_\_  
My commission expires \_\_\_\_\_.

**FORM D**  
**STATEMENT OF OWNERSHIP**  
**STOCKHOLDER DISCLOSURE CERTIFICATION**

**FAILURE TO SUBMIT THE REQUIRED INFORMATION**  
**IS CAUSE FOR AUTOMATIC REJECTION**  
**(N.J.S. 52:25-24.2)**

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To: Mercer County Improvement Authority

Re: **FURNISHING SERVICES FOR THE TRANSFER AND RECYCLING OF DISCARDED TIRES**

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**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, 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, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships, apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.  
**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid.**

**Part I**

**Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership
- Limited Partnership
- Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): \_\_\_\_\_

**Part II**

I certify that 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.

**OR**

I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

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

Name: _____	Name: _____
Address: _____	Address: _____
_____	
Name: _____	Name: _____
Address: _____	Address: _____
_____	
Name: _____	Name: _____
Address: _____	Address: _____
_____	
Name: _____	Name: _____
Address: _____	Address: _____
_____	
Name: _____	Name: _____
Address: _____	Address: _____
_____	

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

**OR**

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

**AND**

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name of affiant and title if applicable)  
(Corporate Seal if a Corporation)

**THIS FORM MUST BE SIGNED.**

MERCER COUNTY IMPROVEMENT AUTHORITY

FURNISHING OF SERVICES FOR THE  
TRANSFER AND RECYCLING OF DISCARDED TIRES

FORM E  
CONSENT OF SURETY

The \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Surety)

a corporation existing under the Laws of the State of \_\_\_\_\_ and authorized to so business under the Laws of the State of New Jersey, in consideration of the sum of One (\$1.00) Dollar lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies that application has been made to us by

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Bidder)

and satisfactory arrangements have been completed by which we have and do now agree to become bound as surety and furnish a bond in the full amount of the enclosed bid, which said bond shall be conditioned for the faithful performance, and labor and material payment, on the part of said Bidder of the terms and conditions of the Contract for the **Furnishing of Services for the Transfer and Recycling of Discarded Tires** with the Mercer County Improvement Authority, according, to the plans and specifications on which said bid is made, if bidder is awarded the contract. This proposition is made with the understanding that any change made in the plans and specifications, agreements, or quantities, without the consent of the bondsmen shall in no way vitiate the bond.

\_\_\_\_\_

(Company Name)

\_\_\_\_\_

Attorney-in-Fact

WITNESS AS TO SURETY:

\_\_\_\_\_

\_\_\_\_\_

(Local Address)

**FORM F**

**N.J.S.A. 10:5-31 et seq.  
AFFIRMATION ACTION AFFIDAVIT  
(TO BE COMPLETED BY FIRMS WITH LESS THAN 50 EMPLOYEES)**

STATE OF NEW JERSEY        }  
COUNTY OF                    } ss:

I, \_\_\_\_\_, of the (City, Town, Borough) of \_\_\_\_\_  
in the County of \_\_\_\_\_, State of \_\_\_\_\_, of full age, being duly sworn according to law  
on my oath depose and say that:

1. I am (President, partner, owner) of the firm of \_\_\_\_\_,  
a bidder making a proposal upon the above named project.
2. \_\_\_\_\_ does not have 50 employee or more inclusive of all officers and  
employees of every type.
3. I am familiar with the affirmative action requirements of P.L. 1975 c. 127, its rules and regulations issued by  
the Treasurer, State of New Jersey pursuant thereto.
4. \_\_\_\_\_ has complied with all the affirmative action requirements of  
the State of New Jersey, including those required by P.L. 1975 c. 127 and rules and regulations issued by  
Treasurer, State of New Jersey pursuant hereto.
5. I am aware that if \_\_\_\_\_ does not comply with P.L. 1975 c. 127 and rules and  
regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of  
\_\_\_\_\_, (City, Town, Borough) of \_\_\_\_\_, until an affirmative action plan is  
approved. I am also aware that the contract may be terminated and \_\_\_\_\_ may be debarred  
form all public contracts, for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and  
complete an Employee Information Report (AA-302).

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Title

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2020



**FORM G**

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

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

**Goods and General Service Vendors**

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

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

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the MCIA as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

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

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the MCIA. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ (REVISED 4/10)

**FORM H**  
**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.

**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**  
**(Continued)**

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](http://www.state.nj.us/treasury/contract_compliance))

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**FORM I**

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

The CONTRACTOR and the Mercer County Improvement Authority do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority 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 Authority in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, or 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 Authority grievance procedure, the CONTRACTOR agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority 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 Authority shall, as soon, 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 proceedings is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives.

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

It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out to 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 Authority from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Submitted by: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MERCER COUNTY IMPROVEMENT AUTHORITY

FURNISHING OF SERVICES FOR THE  
TRANSFER AND RECYCLING OF DISCARDED TIRES

FORM J

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

MERCER COUNTY IMPROVEMENT AUTHORITY  
(Name of Local Contracting Unit)

Furnishing of Services for the Transfer and Recycling of Discarded Tires

(Name of Construction/Public Works Project)

(Project or Bid Number)

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 be subject for rejection of the bid.

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

IF NO ADDENDA HAVE BEEN RECEIVED, PLEASE CHECK:

Acknowledgment by bidder:

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM K**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Project Name:** \_\_\_\_\_

**Bidder Name:** \_\_\_\_\_

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER**  
**BOX**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she 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 suspension of the party.

**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 listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below: OR****
- I am unable to certify as above because the bidder and/or one 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.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.**

Name \_\_\_\_\_ Relationship to Bidder/Owner  
\_\_\_\_\_

Description of Activities  
\_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation

Date \_\_\_\_\_

Bidder/Offeror Contact Name  
\_\_\_\_\_

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**MERCER COUNTY IMPROVEMENT AUTHORITY**

**FURNISHING OF SERVICES FOR THE  
TRANSFER AND RECYCLING OF DISCARDED TIRES**

**FORM L**

**CERTIFICATION OF BIDDER SHOWING BIDDER OWNS, LEASES OR  
CONTROLS NECESSARY EQUIPMENT TO PERFORM THE SERVICES**

**Instructions for Completing the Equipment Certification**

If the Bidder owns, leases or controls all the equipment required, he shall complete Part 1. Should the Bidder not own, lease or control all the necessary equipment, he shall complete Part 2. This certification must be submitted with the Bid.

**Part 1**

This is to certify that I own, lease or control all the necessary equipment required to accomplish the work required by said Bid and described on the Contract Drawings and in the Contract Specifications included as part of the Request for Bids.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_ Date: \_\_\_\_\_  
(Name of Bidder)

**Part 2**

This is to certify that I own or control the equipment required and noted on the attached list and will grant \_\_\_\_\_ (the Bidder) the control of this equipment during such time as may be required for that portion of the Services required by its Bid and described in the Bid Specifications included as part of the Contract Documents for which said equipment is necessary.

\_\_\_\_\_  
Signature of Person in Ownership or Control of the Equipment

\_\_\_\_\_  
Name and Title (print or type)

\_\_\_\_\_ Date: \_\_\_\_\_  
Address



FURNISHING OF SERVICES FOR THE  
TRANSFER AND RECYCLING OF DISCARDED TIRES

TABLE 1

LIST OF EQUIPMENT TO BE USED BY BIDDER IN PROVIDING THE SERVICES,  
WHICH EQUIPMENT IS OWNED, LEASED OR CONTROLLED BY BIDDER

<u>NAME OF EQUIPMENT</u>	<u>MAKE/MODEL</u>	<u>YEAR</u>	<u>REGISTRATION/LICENSE NO.</u>
--------------------------	-------------------	-------------	---------------------------------

**MERCER COUNTY IMPROVEMENT AUTHORITY**

**FURNISHING OF SERVICES FOR THE  
TRANSFER AND RECYCLING OF DISCARDED TIRES**

**FORM M**  
**BID DOCUMENT SUBMISSION CHECKLIST**

**A. Failure to submit the following documents will cause the bid to be rejected. (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)
------------------------------------------------------------	----------------------------------------------------------------

<b>X</b>	Bid Proposal Form (Form A)	
<b>X</b>	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
<b>X</b>	A certificate from a surety company (Consent of Surety), pursuant to <u>N.J.S.A. 40A:11-22</u> (Form E)	
<b>X</b>	A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> (Form D)	
<b>X</b>	Bidder's Acknowledgment of Receipt of Changes to Bid Documents (Form J)	
<b>X</b>	Disclosure Of Investment Activities In Iran (Form K)	

**B. Failure to submit the following documents may cause 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)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)
------------------------------------------------------------	----------------------------------------------------------------	------------------------------------------------------------	----------------------------------------------------------------

<b>X</b>	Submission of a Non-Collusion Affidavit <b>(This form must be Notarized)</b> (Form C)		<b>X</b>	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment (Form L/L1)	
<b>X</b>	Business Registration Certificate(s) of Bidder and subcontractors (if any) (N.J.S.A. 40A:11-23.2) (Not required with bid submittal)		<b>X</b>	Affirmative Action Affidavit (For firms with less than 50 Employees) (Form F)	
<b>X</b>	EEO/Affirmative Action Compliance Notice (Form I) (Form G)		<b>X</b>	Contractor Enforcement History (Form B)	
<b>X</b>	Mandatory EEO Language (Form H)		<b>X</b>	Bid Document Submission Checklist (Form M)	
<b>X</b>	Americans with Disabilities Act (Form I)				

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

Name of Bidder: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM C-1**

**FORM OF AGREEMENT**

**FURNISHING OF SERVICES FOR THE  
TRANSFER AND RECYCLING OF DISCARDED TIRES**