



Bidder's Name _____

Address _____

City & State _____

COUNTY OF ATLANTIC, NEW JERSEY

INVITATION TO BID, INSTRUCTIONS TO BIDDERS

SPECIFICATIONS AND BID PROPOSAL FORMS FOR

LEASE WITH OPTION TO PURCHASE FINANCING (TAX-EXEMPT)

Special Instructions to Bidders:

THE FOLLOWING FORMS MUST BE COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR BID WILL BE REJECTED.

1. Do not fail to complete, sign and notarize DISCLOSURE STATEMENT.
2. Do not fail to sign the PROPOSAL FORM.

General Instructions

1. Bidder's Name and address together with Proposal category and due date must appear on the outside of the BID ENVELOPE containing the bid.
2. Total price of each item bid on must be extended and the grand total of the bid must be shown above signature of Bidder. Should any discrepancy arise as to bid amount, Unit Price shall prevail.
3. Non-Collusion Affidavit must be signed and notarized.
4. Any questions pertaining to this specification must be directed to the Office of Budget & Purchasing, telephone (609) 343-2267 or fax (609) 343-2193

NOTICE TO BIDDERS

Public Notice is hereby given that **SEALED BIDS** will be received by the Purchasing Agent of the County of Atlantic, New Jersey at 11:00am prevailing time on **May 23, 2014** in the Conference Room; 3rd Floor; 1333 Atlantic Avenue; Atlantic City, NJ for:

BID 201417.1 LEASING WITH OPTION TO PURCHASE FINANCING (TAX EXEMPT)

Specifications and blank Bid Forms may be obtained online at the following web address <http://bids.aclink.org>

Any questions concerning this specification must be directed to the Office of Budget & Purchasing, telephone (609) 343-2268 or fax (609) 343-2193

Bidders are required to comply with requirements of NJSA 10:5-31 et seq. and N.J.A.C. 17:27

Every bidder must abide by the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150.

The County of Atlantic reserves the right to reject any or all bids

By order of the County Executive of the County of Atlantic

Kathy Arrington; Director,
Budget & Purchasing
County of Atlantic, New Jersey

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Check List	
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THESE FORMS PRINTED MUST BE COMPLETED AND SIGNED OR BID WILL BE REJECTED.

Disclosure Statement	D.S.
Proposal Form(s)	P.F.

THE FOLLOWING ITEMS SHOULD ALSO BE SUBMITTED WITH BID

Non-Collusion	N.C.
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COUNTY OF ATLANTIC, NEW JERSEY

INVITATION TO BID, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS AND BID FORMS

INVITATION TO BID

Sealed bids will be received by the Purchasing Agent of the County of Atlantic, New Jersey, in the Conference Room, 3rd floor, 1333 Atlantic Avenue, Atlantic City, NJ 08401 the time and place stated in the Notice to Bidders shall be publicly opened and read aloud For:

LEASING WITH OPTION TO PURCHASE FINANCING (TAX EXEMPT)

INSTRUCTIONS TO BIDDERS

1. Bid shall be submitted in a clearly marked sealed envelope, plainly marked on the outside as follows: Bidder's Name and Address, Bid Category, and due date.

Atlantic County will not be held responsible for any erroneous pages or pages missing from this bid document if it is obtained from a source other than the Division of Budget and Purchasing or the Atlantic County Bid Portal. Atlantic County will not be held responsible if bidders (vendors) fail to receive any updates or addenda to the specification, if they haven't contacted the Purchasing office.

2. **The Disclosure Statement** (Public Law 1977, Chapter 33) attached to the specifications must be filled in completely and sworn to before a Notary Public. **Failure to do so shall result in automatic rejection of bid.**
3. **The Non-Collusion Affidavit** attached to the specifications must be filled in completely and sworn to before a Notary Public.
4. **Copy of Master Equipment Lease/Purchase Agreement.** Bidders are required to submit a sample copy of their Master Equipment Lease purchase agreement that the County will be required to sign.
5. **The Affidavit of Compliance on Contractor's Recycling Program** attached to the specifications must be filled in completely and sworn to before a Notary Public.
6. **Affirmative Action** The Contractor shall be required to comply with the requirements of N.J.S.A. 10:5-31at seq. and N.J.A.C. 17:27.
Each successful contractor is required to submit one of the following documents **PRIOR TO EXECUTION OF A CONTRACT:**

1. A copy of the contractor's Letter of Federal Approval indicating the contractor has an existing Federally approved affirmative action program , or
2. A copy of the contractor's Certificate of Employee Information Report , or
3. Contractor's initial Affirmative Action Employee Information Report (Form AA 302)

7. This bid requires certain documents be provided to the County as required by law. Some of the documents shall **REQUIRE** original signatures at the time of the Vendor's submission of its bid proposal to the County, while other documents shall not. Below is a list of these documents:

A. ORIGINAL SIGNATURES **REQUIRED** AT THE TIME OF SUBMISSION OF THE VENDOR'S BID PROPOSAL. These documents shall **REQUIRE ORIGINAL SIGNATURES AT THE TIME OF THE BID SUBMISSION BY THE VENDOR TO THE COUNTY. FACSIMILE, COPY OR RUBBER STAMP SIGNATURES WILL NOT BE ACCEPTED AND SHALL BE CAUSE FOR AN AUTOMATIC REJECTION OF THE BIDDER'S PROPOSAL.** Any bid price showing any erasure or alteration must be initialed by the bidder in **INK**.

1. Proposal Page.

B. ORIGINAL SIGNATURES **NOT REQUIRED** AT THE TIME OF SUBMISSION OF THE VENDOR'S BID PROPOSAL. These documents shall **NOT** require original signatures **at the time of the bid submission** by the Vendor. However, **THESE ORIGINAL DOCUMENTS WITH THE ORIGINAL SIGNATURES** shall be required by the County. This requirement is explained more fully in Section C, below.

1. Disclosure Statement;
2. Non-Collusion Affidavit;
3. Recycling Affidavit;
4. Plumbing Affidavit;
5. Subcontractor's Affidavit;
6. Bid bond;
7. Consent of Surety;
8. Employee Benefits Affidavit.

C. ORIGINAL SIGNATURES REQUIREMENTS CLARIFICATION. In order for the County to prepare and sign a contract with the Vendor who is being recommended for the award of the contract, the County must have the original signatures on **ALL** of the documents listed in Sections A and B above, but at various times. The Proposal Page listed in Section A must have the original signature at the time that the Vendor submits his proposal to the County.

At the time of the submission of the proposal to the County, the items listed in Section B may be copies and do not need to have the original signatures. However, the Vendor must submit the originals of all the items in Section B **WITHIN FIVE (5) BUSINESS DAYS** after the date of the written Notice of the Recommendation of the award by the County to the Vendor. **THERE ARE NO EXCEPTIONS TO THESE RULES; FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL RESULT IN AN AUTOMATIC DISQUALIFICATION OF THE VENDOR,** and the County shall have the right to award the contract to the next lowest responsible vendor. There will be no negotiation of this requirement.

8. Prices quoted in all proposals shall be delivered prices, F.O.B. destination, freight prepaid.
9. The County is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax, and local taxes.
10. Bid prices are to remain firm for a period of not less than thirty (30)) days to allow the County to determine the lowest bid that shall most economically serve the intentions of this bid.
11. No Bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more type or styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected.
12. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract. Should there be any reduction in successful bidder(s) prices as submitted, vendor agrees that all deliveries made on and after such date of price reduction will be invoiced on the basis of reduced prices.
13. It will be assumed that all bids are based upon the specification unless the bidder stipulates to the contrary in letter form to be attached to bid submission. **Bidder shall not type changes on bid specification forms.** The letter shall point out in detail any and all deviations from the specification. If and whenever in the proposal a brand name, make, name of any manufacturer, or trade name is mentioned, it is for the purpose of establishing a grade or quality of merchandise. The County of Atlantic does not wish to rule out other competition and equal brands or makes, and therefore, the phrase **or equivalent** is added. If merchandise other than that specified is bid, it is the bidder's responsibility to name such within the bid and to provide information to the County that may show said item/s is equivalent to that specified. The County shall be the sole judge concerning the merits of the bid submitted.
14. The County reserves the right to reject any or all items covered in the bid request, or any portion(s) thereof, waive informalities, re-advertise and/or take such other actions decreed necessary and in the best interest of the County of Atlantic. Where two or more bidders are tie on an item, the County reserves the right to make the award to either of the bidders.
15. All bidders, where required, shall clearly stipulate the guaranteed delivery date of all items. Successful bidder(s) failing to meet the delivery date specified incur the risk of cancellation of contract.
16. All bid corrections or erasures shall be initialed by the person signing the bid or an authorized representative.
17. All bids shall be typewritten or printed in ink on the form(s) prepared by the County. All bids must be signed by officials of the Corporation or Company duly authorized to sign bid proposals.

18. Bids may be submitted prior to bid date to the Division of Purchasing, 6th floor, 1333 Atlantic Avenue, Atlantic City, NJ 08401.

Bids delivered the day of the bid opening shall be delivered to the Division of Purchasing, 6th floor, if delivered before 10:30 A.M. If bids are delivered after 10:30 A.M., the bidder shall deliver the bid to the 3rd floor Conference Room and wait until the time of the bid opening. Bidder is notified that no bid will be opened if received after the specified hour.

The County shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The County shall not be responsible for bidders hand delivering bids who arrive late or to the wrong location.

19. The County of Atlantic shall award all contracts on a **LOWEST FIXED INTEREST RATE** to the lowest responsible and responsive bidder.
20. The award of the contract or the rejection of the bids shall be made within thirty (30) days of the date of receiving bids; unless written extensions are requested by the Purchasing Agent and accepted by the bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful bidder(s) to whom the award is to be made shall be notified by receipt of the contract or a written "Notice to Proceed" from the County department for whom the work is being provided.
21. When award of contract is made in one fiscal year with an effective date in the next fiscal year, award shall be contingent upon the availability of appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract.
22. All items bid shall be inspected by a representative of the requisitioning department upon delivery to ascertain compliance with the specifications. Items not in compliance with the specification shall be rejected, and the bidder shall comply with the specification or the County shall take remedial measures to assure compliance.
23. Discounts, if any, shall be figures from the date of acceptance of the equipment/service by the County regardless of the date of delivery or invoice.
24. Successful bidder(s) shall indemnify and save and keep harmless the County of Atlantic against any and all claims for royalties, patent infringements or suits for information thereon which may be involved in the manufacture or use of the items to be furnished.
25. Successful bidder(s) specifically and explicitly agrees to indemnify and save and keep harmless and defend the County of Atlantic against any and all losses, cost damage, claim expense or liability whatsoever, because of accident or injury to person or property of others occurring in connection with the operations under the contract including but not limited to employees, agents, servants, contractors and subcontractors of the successful bidder, even if the losses, cost damage, claim expense, or liability stem from negligence of the County of Atlantic.

26. The bid is irrevocable by the subscriber, or his, their or its personal or legal representatives. Said bid and award thereunder is made to the subscriber by the County of Atlantic and shall bind the subscriber, his, their or its heirs, executors, administrators, successors or assigns.
27. Assignment to any third party of any moneys due or to grow due the bidder or any contract based on this bid is prohibited and will not be recognized by the County.
28. The contractor shall not transfer or sublet any portion of the work covered by these specifications without written consent of the County of Atlantic.
29. The parties to any County contract resulting from this bid do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part of such contract and are binding upon them.
30. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150), is hereby made a part of every contract entered into by the County of Atlantic, except those contracts which are not within the scope of the act. The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance if requested, and to permit on-site monitoring, including interviews with employees and review subcontracts, by County representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this bid are listed or are on record in the Office of the Commissioner of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two year from the date of payment.

Public Works Contractor Registration Act

NJSA 34:11-56.48 The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act PL 1963 C. 150 (C: 34:11-56.25)" for the construction, reconstruction, demolition, alteration repair or maintenance of a Public Building regularly open to and used by the general public institution and includes any subcontractor or lower tier subcontractor unless they are registered with the Commissioner of Labor.

Bidders submitting a bid for a public works contract or performing public work MUST submit a certificate of registration with your bid. Failure to submit a copy of the certificate of registration will result in rejection of the bid. Copies of the bidder's subcontractors certificate of registration will be required after submission of the bid but prior to the award of the contract.

31. Only manufactured and farm products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.
32. The Contractor shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
33. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the County Purchasing Agent's decision shall be final and conclusive.
34. A written request for the withdrawal of a bid, or any party thereof, will be granted if the request is received by the County Purchasing Agent prior to the specified time of the bid opening.
35. All equipment purchased by the County of Atlantic shall be nonproprietary.
36. Left blank
37. **Safety:** The Contractor hereby covenants and agrees to take, use provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings, accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and be responsible for any indemnity and save harmless the County of Atlantic, its officers, agent, servants and employees from payment of all sums of money by reason of all or any such happenings, accidents, injuries, damages, hurt to person or property that may happen or occur upon or about such work, and all fines, penalties and loss incurred for or by reason of violations or any Federal, State, City or Borough ordinance or regulations while said work is in progress.
38. As this is a Sealed Bid Submission pursuant to N.J.S.A. 52:34-12 , Telephone, Telefacsimile (fax), Telegraph Bids or any other electronic mediums will not be accepted for publicly advertised bid requirements.
39. The successful bidder will be required to comply with all applicable provisions of the N.J. Public Employees Occupational Safety and Health Act, (N.J.A.C. 34:6A-25), when providing any materials, supplies or services as part of this contract.
40. **Oral Instructions** Neither the County of Atlantic or their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquires regarding the intent or meaning of these specifications
41. **CONSTRUCTION CONTRACTS** - Before digging, contact the Dig number for mark-out of underground utilities. It is the responsibility of the contractor to call the Dig number to ascertain the location of all underground construction in the area of the project.

42. The manufacturer or supplier of a substance or mixture shall supply the Chemicals Abstracts Service number of all the components of the mixture or substance and the chemical name to the County to insure that every container bears a proper label at a County facility. This complies with P.L. 1982, Chap. 315, "Worker and Community Right to Know Act" sub sect.b, sect. 14. Further, all applicable Material Safety Data Sheets (MSDS) a/k/a hazardous substance facts sheets, must be furnished to the County.
43. **TERMINATION FOR CONVENIENCE:** The County may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The County shall pay all reasonable cost incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

TERMINATION FOR DEFAULT: When the Contractor has not performed or has unsatisfactorily performed the Contract, payment shall be withheld at the discretion of the County. Failure on the part of a contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to any costs incurred by the Contractor up to the date of termination.

Termination of either type shall be completed by giving five (5) days notice in writing to the other party of its intentions to do so with the terms and conditions of the agreement. In the event the County cancels the contract, the Contractor shall only be entitled to payments for work properly performed or completed.

44. **AMERICANS WITH DISABILITIES ACT:** To request a reasonable accommodation of a disability, contact the ADA coordinator at PHONE: (609) 343-2389 ; TTD: (609) 343-5551; or FAX: (609) 345-4295 at least five (5) business days prior to the event
45. **MULTIPLE BIDS NOT ALLOWED** - No bidder shall be allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name, this will be cause for automatic rejection of your bid

46. **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

Section 1 of N.J. P.L. 2001,c.134 is amended to read as follows:

An act concerning business registration for providers of goods and services to the State, State colleges and universities , county colleges, local contracting units, boards of educations, water and wastewater contractors and casinos, supplementing Title 54 of the revised Statutes and amending P.L.1977,c.110.

No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration

All non governmental entities SHOULD submit a copy of their Business Registration Certificate or a copy of their 501(c) designation with their Bid. Bidder must submit a copy of their NJ Business Registration or 501(c) designation prior to award of the contract.

All bids must comply with the provisions mandated by applicable Federal Law and New Jersey Statutes.

Any provision in the specification which may be in conflict with any New Jersey statute are amended to conform to the minimum requirement of such statute.

CONTRACTORS / VENDORS

The successful bidder must maintain and submit to Atlantic County a list of subcontractors and their addresses that may be updated from time to time during the course of contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under this contract

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the County. No contract with a subcontractor shall be entered into by any contractor under any contract with Atlantic County unless the subcontractor first provides proof of valid business registration.

The successful bidder as well as their subcontractors and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due Pursuant to the "Sales and Use Tax Act" P.L.1966,c.30(C.54:32B-1et seq.) On all their sales of tangible personal property delivered into the state of New Jersey.

TECHNICAL SPECIFICATIONS

Specifications for the Financing of Equipment

The purpose of this specification is to obtain lease financing for the lease purchase of: VARIOUS VEHICLES AND HEAVY EQUIPMENT FOR THE COUNTY OF ATLANTIC.

The lease term shall equal 60 months. The amount to be financed will be **\$ 550,817.21**. This bid for the lease purchase financing is due on **May 23, 2014**

Award of this bid will be based on the lowest interest rate. All costs or fees of the bidder associated with the Lease, its documentation, and closing, must be included in the interest rate. Upon determination of low bidder award will be made by the Atlantic County Board of Chosen Freeholders at their **June 3, 2014** meeting. The closing date can then be scheduled at company's earliest convenience; rate must be held through closing date. Upon closing the finance company shall give the County the full amount. The County will invest funds, interest proceeds will accrue to the sole benefit of the County and will not be considered in any way part of the bid. The County will direct the deposit and investment of the proceeds of the lease and will make payments as required to vendors which is estimated to be:

QTY	DESCRIPTION	AMOUNT	EST DELIVERY DATE	1ST QUARTERLY PAYMENT BY THE COUNTY
1	2013 four wheel drive loader/backhoe w/ quick disconnect attachment front bracket	\$81,993.00	7/31/2014	9/1/2014
1	2014 low ground pressure mid size excavator	\$89,900.00	7/31/2014	9/1/2014
2	Viking 10' Metro Full Trip Power Reversible Plow w/Plow Pin Loop Hitch	\$17,440.92	7/31/2014	9/1/2014
1	Viking 10' Metro Trip Edge Power Reversible Plow w/Plow Pin Loop Hitch	\$9,565.29	7/31/2014	9/1/2014
3	2014 7400 International Cab & Chassis; Aluminum Dump Body; Hyd Under-Tailgate Spreader & Control; Snow Plow Truck Hitch; Spreader Pre-Wet System	\$351,918.00	11/30/2014	12/14/2014
	TOTAL	\$550,817.21		

Payment term is conditioned on the delivery of equipment. The County will then make quarterly payments on March 1, June 1, September 1 and December 1 during the 5 year term.

All lease documents must comply with relevant Federal and New Jersey laws and regulations, including that ownership of the Equipment must remain with the Lessor during the term of this Lease per NJAC 5:34-3.3. The County of Atlantic will insure and maintain the Equipment in accordance with the State of New Jersey law. Bidders should also review NJSA 2A:58c-8 which provides information with respect to entities acting only in a financial capacity with respect to equipment. The County reserves the right to review and approve all terms and conditions relating to the lease and other related documents.

SUMMARY OR SYNOPSIS OF AUDIT REPORT FOR PUBLICATION

Attention is directed to the fact that a summary or synopsis of the audit report, together with the recommendations, is the minimum required to be published pursuant to N.J. S. 40A:5-7

COMBINED COMPARATIVE BALANCE SHEET

	YEAR 2012	YEAR 2011
ASSETS		
Cash and Investment	150,804,739.01	152,234,219.82
Added and Omitted Taxes and Liens Receivable	1,787,314.74	428,579.66
Other Receivables	48,264,368.70	46,427,391.20
Deferred Charges to Future Taxation	149,071,635.23	136,778,545.13
Fixed Assets	207,677,467.82	206,728,883.85
Total Assets	557,605,525.50	542,597,619.66
LIABILITIES, RESERVES AND FUND BALANCE		
Bonds and Notes Payable	113,627,792.38	114,024,702.28
Improvement Authorizations	55,695,641.04	38,650,816.83
Other Liabilities and Special Funds	160,791,735.81	163,969,119.57
Reserve for Receivables and Other Assets	5,501,577.73	3,737,166.92
Investment in General Fixed Assets	207,677,467.82	206,728,883.85
Fund Balance	14,311,310.72	15,486,930.21
Total Liabilities, Reserves and Fund Balance	557,605,525.50	542,597,619.66

**COMPARATIVE STATEMENT OF OPERATIONS AND CHANGE
IN FUND BALANCE - CURRENT FUND**

	YEAR 2012	YEAR 2011
REVENUE AND OTHER INCOME REALIZED		
Fund Balance Utilized	7,743,000.00	7,752,000.00
Miscellaneous From Other Than County Tax Levy	69,763,583.27	67,530,576.03
Collection of Current Tax Levy	152,745,743.75	149,777,167.12
Total Revenue	230,252,327.02	225,059,743.15
Expenditures		
Budget Expenditures: County Purposes	223,684,946.51	217,325,739.49
Total Expenditures	223,684,946.51	217,325,739.49
Statutory Excess to Fund Balance	6,567,380.51	7,734,003.66
Balance January 1	15,486,930.21	15,504,926.55
Fund Balance	22,054,310.72	23,238,930.21
Less: Utilization as Anticipated Revenue	7,743,000.00	7,752,000.00
Balance December 31	14,311,310.72	15,486,930.21

RECOMMENDATIONS:

NONE

The above summary or synopsis was prepared from the report of audit of the County of Atlantic, State of New Jersey for the calendar year 2012. This report of audit, submitted by Leon P Costello, Registered Municipal Accountant of Ford – Scott & Associates, LLC is on file at the Clerk of the Board of Chosen Freeholders' Office and may be inspected by any interested person

CONTRACT FORMS

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

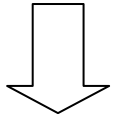
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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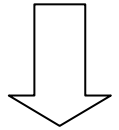
FORMS

BID CHECK LIST



Items required with bid Items submitted with bid

(Bidder's INITIALS)



**A FAILURE TO SUBMIT ANY OF THESE ITEMS IS
MANDATORY CAUSE FOR REJECTION OF BID**

X	Complete and sign Proposal page(s) ORIGINAL SIGNATURES	
X	Corporate Disclosure Statement, Pursuant to N.J.S.A.40A:11-16	
	Bid guarantee (bid bond or certified /cashier's check)	
	Certificate from a Surety Company (Consent of Surety)	
X	Acknowledgment of receipt of addenda or revisions (if any)	
	Employee Benefit Affidavit (Executive order # 2000-4)	
	Copy of Certificate for Public Works Contractor Registration	
	Subcontractors Affidavit (N.J.S.A. 40A:11-16), includes Plumbing, HVAC, Electrical and Structural Steel	
	Plumbers Affidavit	

**B MANDATORY ITEM(S) REQUIRED PRIOR TO AWARD OF
CONTRACT**

X	Copy of New Jersey Business Registration Certificate for bidder and designated subcontractors	
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**C FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID
MAY BE CAUSE FOR REJECTION**

X	Non-Collusion Affidavit	
X	Affirmative Action Page (AA 201 Completed & Submitted)	
X	Affidavit of Compliance on Contractor's Recycling	
X	References (if required)	
X	Deviations from Specifications, if applicable, attached in letter form	
X	Other : Copy of Master Equipment Lease/Purchase Agreement.	

Print Name of Bidder : _____ Date: _____

Signed By: _____

Print Name & Title: _____

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED
WHERE INDICATED AND RETURNED WITH ALL ITEMS**

LEASING PROPOSAL FORM

DATE _____

The undersigned , having read the Notice to Bidders, Invitation to Bid, Instructions to Bidders, and Specifications attached hereto, hereby agrees to provide financing for purchase of VARIOUS HEAVY EQUIPMENT AT THE RATE OF:

FIXED INTEREST RATE _____

(All costs or fess associated with the lease, its documentation or closing must be included in the interest rate)

Partnership

The undersigned is a **Corporation** under the laws of the State of _____;
Individual

Having Principal Offices at: _____
and is authorized to conduct business in the State of New Jersey.

NAME OF BIDDER

Person/Title

Bank or Lending Institution

BY: _____
SIGNATURE

Street Address

City / State / Zip Code

Telephone# _____ Fax# _____

Email _____

Signature _____

PF- 1

BIDDER MUST COMPLETE AND SIGN ALL PF PAGES OR BID WILL BE REJECTED

LEASING PROPOSAL FORM

NOT BANK QUALIFIED SCHEDULE OF PAYMENTS

AMOUNT OF LEASE: _____

NUMBER OF PAYMENTS: 20

PAYMENT FREQUENCY: QUARTERLY

DATE OF PAYMENT	AMOUNT	INTEREST	PRINCIPAL	PURCHASE OPTION PRICE
<u>09/01/2014</u>				
<u>12/01/2014</u>				
<u>03/01/2015</u>				
<u>06/01/2015</u>				
<u>09/01/2015</u>				
<u>12/01/2015</u>				
<u>03/01/2016</u>				
<u>06/01/2016</u>				
<u>09/01/2016</u>				
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<u>12/01/2017</u>				
<u>03/01/2018</u>				
<u>06/01/2018</u>				
<u>09/01/2018</u>				
<u>12/01/2018</u>				
<u>03/01/2019</u>				
<u>06/01/2019</u>				
TOTAL OF ALL PAYMENTS			\$	

The above total represents the total cost of the transaction to Atlantic County Government, including all costs, fees, charges, interest, and other financial obligations. Atlantic County Government shall not be responsible for any other costs whatsoever.

Signature _____

PF- 2

BIDDER MUST COMPLETE AND SIGN ALL PF PAGES OR BID WILL BE REJECTED

DISCLOSURE STATEMENT

Name of Business: _____

Principal place of Business: _____

____ PARTNERSHIP ____ CORPORATION ____ SOLE PROPRIETORSHIP

☐

I certify that the list below contains the names and home addresses of all stock holders holding 10% or more of the issued and outstanding stock of the undersigned. If one or more of the below is itself a corporation or partnership, I have annexed the names and addresses of anyone owning a 10% or greater interest therein

☐

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

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW

STOCKHOLDERS:

NAME

STREET ADDRESS

CITY AND STATE

I further certify that no officer or employee of the County of Atlantic has any interest, direct or indirect in this corporation or partnership or in this contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SWORN AND SUBSCRIBED TO
BEFORE ME THE _____ DAY
OF _____ 20____

Signature of Notary Public

Notary Public of _____

My Commission Expires _____

SIGNATURE

PRINT OR TYPE NAME

TITLE OF PERSON SIGNING

NON-COLLUSION AFFIDAVIT

State of New Jersey)
) ss

County of _____

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

I warrant that no requirement or commitment was made in reference to any political contribution to any party, person, or elected official and that no undisclosed benefits of any kind were promised to any one connected with County government or any political party in reference hereto.

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

NAME OF CONTRACTOR

I further warrant and represent that I have never been convicted of or acknowledge nor admitted to any payment of kickbacks or unlawful gifts to any government official or employee for which conduct the County of Atlantic deems me disqualified from doing business with County of Atlantic under such circumstances.

I also understand that the above disqualification does not apply to any vendor who cooperates with the prosecution and gives supporting testimony on behalf of the prosecution in the course of a judicial inquiry.

SWORN AND SUBSCRIBED TO
BEFORE ME THE _____ DAY
OF _____ 20____

Signature of Notary Public

Notary Public of _____

My Commission Expires _____

SIGNATURE OF AFFIANT

PRINT OR TYPE NAME OF AFFIANT

AFFIRMATIVE ACTION INFORMATION

Please complete the following:

Company Name _____

1. Our Company has a Federal Affirmative Action Plan Approval:

YES _____ NO _____

a. If yes, submit a photographic copy of the Approval

2. Our Company has a New Jersey Certificate of Employee Information Report:

YES _____ NO _____

a. If yes, submit a Photographic copy of the Certificate

3. Our Company has neither of the above, therefore send us Form AA-302 (Affirmative Action Employee Information Report)

SEND AA-302 _____
(check if applicable)

I certify that the above information is correct to the best of my knowledge.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

AFFIDAVIT OF COMPLIANCE ON CONTRACTOR'S RECYCLING PROGRAM

(CONTRACTOR MUST COMPLETE, SIGN AND NOTARIZE THIS FORM AND SUBMIT WITH BID PACKAGE)

The County of Atlantic has pursuant to P.L. 1987, Chapter 102, adopted the Atlantic County Recycling Plan and Ordinance #7 of 1988, which designates the following commercial and institutions materials as recyclable and mandates the recycling thereof;

Glass, food and beverage containers: clear, amber, green
Newspapers
Aluminum beverage cans
corrugated cardboard
White office paper
Computer Paper

I. a. I hereby acknowledge that compliance with all applicable recycling laws is a material term and condition of my contract with the County of Atlantic.

I. b. I hereby certify that _____
Name of Company
(check as many as apply)

_____ currently is recycling.

_____ agrees to commence or continue recycling during the term of this contract with the County.

II. The following recyclable waste generated during the performance of this contract, in accordance with the requirements of the applicable N.J. Municipal Recycling Plan, or other applicable State or local recycling law, shall be recycled:

_____ Aluminum Cans

_____ Glass

_____ Plastic

_____ Newspaper

_____ Office Paper

_____ Computer Paper

_____ Asphalt

_____ Concrete

_____ Other Please Specify _____

Signed and sealed
before me on

_____, 20____

NAME

TITLE

NOTARY

DATE