General Terms and Conditions

Please review the general terms and conditions which apply to all procurements issued on this system. Failure to agree to the terms may be cause for rejection of your submission.

1.1.1

I have read through and agree to the general conditions as stipulated below;

1. BRAND NAMES, STANDARDS OF QUALITY, PATENTS (N.J.A.C. 5:34-9.2(c) and N.J.S.A. 40A:11-13)

A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing Statutes.

B. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must better than or equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered

D. The contractor shall hold and save harmless the Local Unit, its officers, agents, servants, and employees, from the liability of any nature and kind for on account of the use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

E. Wherever practical and economical to the Local Unit, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

1.1.2

AWARD OF BID

A. The Local Unit reserves the right to accept or reject any or all bids, to waive minor identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, as allowed under applicable laws. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular shall be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

B. The Local Unit further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum

is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Local Unit. Without limiting the generality of the foregoing, the Local Unit reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.

C. The Local Unit reserves the right to award equal or tie bids at the Local Unit's discretion to any one of the tie bidders.

D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Local Unit may then, at its option, accept the bid of the next lowest responsible bidder.

E. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Local Unit reserves the right to cancel this contract.

F. Government entities are not private business/consumer clients; therefore, separate company agreements will not be honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions at the time of proposal.

G. In the case of default by the bidder or contractor, the Local Unit may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.

1.1.3

NON-DISCRIMINATION

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

General Terms and Conditions

1.1.4

MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE

A. No firm may be issued a contract unless they comply with the EEO/AFFIRMATIVE ACTION REGULATIONS of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. as amended from time to time, and the AMERICANS WITH DISABILITIES ACT 42 U.S.C. 12101.

B. Procurement, Professional and Service Contracts

I. ALL successful vendors must submit prior to an award of the contract one of the following:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval, or

2. A photocopy of their State Certificate of Employee Information Report, or

3. A photocopy of completed Affirmative Action Employee Information Report; AA302 – Available online at www.state.nj.us/treasury/contract_compliance

C. Construction Contracts

I. All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-available online at www.state.nj.us/treasury/contract_compliance for any contract award that meets or exceeds the bidding threshold.

II. All successful contractors must submit a copy of the Monthly Project Workforce Re-port, Form AA-202 (http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf Attachment 8) once a month thereafter for the duration of the contract to the Dept. of LWD and to the Public Agency Compliance Officer within the Division of Purchasing.

1.1.5

NEW JERSEY RIGHT TO KNOW (NJRTK)

A. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5.1 et seq.) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the US Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication.

General Terms and Conditions

1.1.6

ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC

A. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) of the contractor will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

1.1.7

PAYMENT

A. Payment will be made after a properly executed voucher has been received and formally approved on the voucher list by the local unit governing body at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services. Payment shall be made pursuant to N.J.S.A 2A:30A-1.

1.1.8

TERMINATION

A. DEFAULT - Non-performance of the Contractor in terms of the specifications and/or the terms and conditions of this Agreement shall be an Event of Default and the basis for termination of the contract by the County. The County may terminate the contract upon 30 days' written notice to the Contractor. The County shall not pay for any services and/or materials which are unsatisfactory. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure the Default . This, however, shall in no way be construed as negating the basis for termination for non-performance.

B. UNCONDITIONAL TERMINATION FOR CONVENIENCE - The County may terminate the resultant contact for convenience by providing sixty (60) calendar days advance notice to the contractor.

C. FINANCIAL STATUS OF CONTRACTOR - If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this contract and shall give the Contractor fifteen (15) calendar days' written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such events.

General Terms and Conditions

1.1.9

INDEMNIFICATION

A. The Contractor agrees to indemnify, defend and save harmless the local unit, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorneys' fees and costs of litigation, actions, loss, damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

1.1.10

ADDITIONS / DELETIONS OF SERVICE

A. The local unit reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price subject to adequate and properly authorized appropriation of funds.

1.1.11

Vendor’s literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications, unless otherwise stated.

1.1.12

SPECIFICATIONS

A. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

General Terms and Conditions

1.1.13

OWNERSHIP OF MATERIAL

A. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the Contractor in its response to this bid and/or in its performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

B. Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM or equivalent media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000 or later.

1.1.14

AMENDMENTS TO N.J.S.A. 2C:21-33 et. seq. "TRUTH IN CONTRACTING"

A. New provisions of law govern false claims and representations. It is a serious crime for a vendor to knowingly submit a false claim and/or knowingly make material misrepresentations. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts, and conflicts of interest. Please consult the statutes for further information.

1.1.15

"PAY TO PLAY" NOTICE OF DISCLOSURE REQUIREMENT – PL 2005, Chapter 271, Section 3 Reporting (NJSA 19:44A – 20.27)

A. Any business entity that has received $50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

B. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

C. At minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

D. If you have any questions please contact ELEC at: 1-888-313-ELEC(3532) or 609-292-8700

1.1.16

NON-ALLOCATION OF FUNDING TERMINATION

A. Each fiscal year's payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate said contract. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement or any service thereunder, during the term, merely in order to acquire identical services from a third party contractor.

1.1.17

NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

A. Public funds may be used to pay only for goods delivered or services rendered. The Local Unit will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Local Unit to pay additional fees, penalties, or interests.

1.1.18

FIRM FIXED CONTRACT

A. This is a firm fixed contract, prices firm, FOB local unit's locations. No price escalation is authorized under this contact without written confirmation by the contracting agent. The vendor shall, at the local unit's request, void the contract and permit the Local Unit to solicit open market pricing should the imposition of any price increase or surcharge become necessary by the vendor.

General Terms and Conditions

1.1.19

HIPAA (If Applicable)

A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPPA”), as may be amended from time to time, and the corresponding HIPPA regulations for the confidentiality and security of medical information.

B. The Contractor shall:

I. Not use or disclose protected health information other than as permitted or required by law.

II. Use appropriate safeguards to protect the confidentiality of the information.

III. Report any use or disclosure not permitted.

C. The contractor, by execution of the contract, shall thereby indemnify and hold the County harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPPA) or any other statute or case law protecting the privacy of persons using its services.

1.1.20

PUBLIC EMERGENCY

A. In the event of a Public Emergency declared at the Local, State or Federal Level, if the local unit opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for the goods and/or services described under this bid for the duration of the emergency. In the event the original contractor cannot meet this requirement, the local unit may solicit the goods and/or services from any other bidder to this Bid.

1.1.21

N.J.A.C. 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS

A. Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the Office of the State Comptroller pursuant to N.J.S.A. 52:15C-14(d)

B. The successful bidder shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

General Terms and Conditions

1.1.22

New Jersey Sales Tax

A. In submission of this Bid, the Bidder certifies that the total Bid set forth, does not include any New Jersey Sales Tax. The Bidder further certifies that in the event the bidder is the successful Bidder, he will only apply for an exemption for materials or supplies to be used in connection with his Bid.

B. Contractor's Exemption Purchase Certification, Form, ST-13, issued by the State of New Jersey, Division of Taxation, Sales Tax Bureau shall be completed and presented to his suppliers for materials on this project only. Every local unit utilizing this system is exempted from sales and use tax.

1.1.23

P.L. 2018, c.9 (S104): Diane B. Allen Equal Pay Act, effective July 1, 2018, modifies the current law including the Law Against Discrimination (LAD) to strengthen protections against employment discrimination and promote equal pay for all groups protected under the LAD. Pursuant to the law, any employer, regardless of the location of the employer, who enters into a contract with a public body to provide qualifying services to the public body shall provide a report to the Commissioner of Labor and Workforce Development of information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. Any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the commissioner, through certified payroll records, information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. Evidence of filing shall be required at time of contracting.

1.1.24

I have read the following:

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the County of Bergen, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the ""Act"") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner

pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

General Terms and Conditions

Basic Insurance Requirements

1.2.1

Do you affirm that your firm can and will provide the minimum level of coverage as stated below?

a. The insurance to be provided shall be underwritten by a company licensed to do business in New Jersey.

b. Comprehensive General Liability insurance in an amount no less than $1,000,000.00 combined single limit including broad form comprehensive general liability endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Solicitation Local Unit shall be included as an additional insured.

c. Comprehensive General Automobile Liability insurance in an amount no less than $1,000,000.00 combined single limit covering owned, hired, and non-owned autos, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Solicitation Local Unit shall be included as an additional insured.

d. Worker's Compensation Insurance in the statutory limits including Employer's Liability in an amount no less than $500,000.00.

e. All policies maintained shall hereby name the soliciting Local Unit or in the case of The County of Bergen, One Bergen County Plaza, Hackensack, NJ 07601 as an additional insured and shall provide for thirty (30) days written notice to the County of cancellation and/or modifications of such policies and we shall provide the such policies and provisions.

f. All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

General Terms and Conditions

These are the standard terms and conditions that apply to solicitations issued by and accepted by the local units utilizing the Bergen County bonfire portal. These may be supplemented and amended by additional documents specific to the procurement being solicited. I have read through and agree to the General Terms and Conditions:

Signature: _____

Name: _____

Date: _____

Name of Company: _____

Bid number: _____