

# County of Somerset New Jersey

PO Box 3000 – 20 Grove Street  
COUNTY ADMINISTRATION BUILDING  
SOMERVILLE, NJ 08876-1262

PURCHASING DIVISION  
KAREN L. MCGEE, QPA  
*Purchasing Agent*



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## NOTICE TO BIDDERS #2 SOCCP

The County of Somerset is conducting a voluntary Co-operative Pricing System #2 SOCCP. Sealed bids which will be received by the Purchasing Agent acting as Lead Agent on behalf of each participating contracting unit, on **July 24, 2014 at 3:00 pm**, prevailing time in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

### **Towing Services, Contract #CC-0069-14**

Specifications and instruction to bidders may be obtained at the Purchasing Office or the County website at [www.co.somerset.nj.us](http://www.co.somerset.nj.us) \*

We store all responses electronically; therefore submit **all pages** of the response on a CD in addition to the printed copies.

\* All Bid Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Karen L. McGee, QPA  
Purchasing Agent

NOTICE- RESULTS OF ALL BIDS ARE POSTED ON THE COUNTY WEB SITE.

## CO-OPERATIVE PRICING CONDITIONS

### **METHOD OF AWARDING CONTRACTS**

Contract(s) of purchase shall be awarded to the lowest responsible bidder(s) as declared by the County of Somerset. The contract awarded between the County of Somerset and the successful vendor(s): (1) shall establish the contractual obligation regarding the specific items, specifications and quantities to be provided to the Lead Agency; and (2) shall also set forth the estimated quantities, together with relevant delivery information, with respect to the Other Agencies, as specified in these specifications. All Other Agencies ordering any materials, supplies or work pursuant to this master contract shall do so by issuance of the appropriate contract between the Other Agency and the vendors, subject to the requirements of the master contract, which may be referred to by reference. No such subsidiary contract issued by another agency shall provide for any deviation from the specifications, price or quality set forth in the master contract pursuant to these specifications.

No vendor shall be required or permitted to extend bid prices to participating contracting units unless so specified in the bids. In the event that the lowest responsible bidder, responding to these specifications, indicates by the appropriate checkmark unwillingness to extend the bid prices to the Other Agencies category, then the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible bidder, and new bids will be sought and a second master contract subsequently awarded with respect to the needs of the Other Agencies (OR... the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible bidder, and a second \*(Master) contract for the Other Agencies will be awarded to the next lowest bidder whose bid agrees to so extend his prices); (OR... only the contract for the Lead Agency's needs will be awarded, and all other bids shall be rejected, and no further bids will be sought by the Lead Agency on behalf of the Other Agencies.

The purpose of the master contract with respect to the Lead Agency shall be to establish the specifications and price. The subsidiary contracts, placing the orders with the vendor shall establish the quantities required by each Other Agency within the limits set forth in the master contract. The successful vendor shall invoice each of the Other Agencies, and Other Agencies shall pay the vendor directly. No additional contract will be required with respect to the needs of the Lead Agency as specified in the awarded master contract.

### **OTHER AGENCY REQUIREMENTS**

**The undersigned is further: (CHECK ONLY ONE BOX)**

**WILLING** to provide the item(s) herein bid upon to Other Agencies in System 2-SOCCP, Somerset County Cooperative Pricing System, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the other participating agencies by separate contract, subject to the overall terms of the master Contract to be awarded by the County of Somerset that no additional service or delivery charges will be levied except as permitted by these specifications.

**NOT WILLING** to extend prices to Other Agencies as described. It is understood that this will not adversely effect consideration of this bid with respect to the needs of the County (Lead Agency).

\*In keeping with Somerset County's commitment to providing cooperative pricing contracts for its membership, refusal to extend pricing to the co-op may result in a dual award to include an alternate vendor willing to extend pricing for the duration of the contract.

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Caroline Herrmann, Sr Acct Clerk	Passaic, County of	495 River St	Paterson, NJ 07524	973-247-3310	carolineh@passaiccountynj.org
Robin Collins, Clerk/Administrator	Peapack/Gladstone, Boro of	1 School St, PO Box 218	Peapack, NJ 07977-0218	908-234-2250 x100	pgclerk@comcast.net
Gary Muska, Purchasing Agent	Perth Amboy, City of	City Hall- 260 High St	Perth Amboy, NJ 08861	732-771-2508	gmuska@perthamboynj.org
Guy Gaspari, Asst Dir of PW	Piscataway, Twp of	505 Sidney Rd	Piscataway, NJ 08854	732-562-2390	ggaspari@piscatawaynj.org
Cindy Lea Weber, Purchasing Agent	Plainfield, City of	515 Watchung Ave	Plainfield, NJ 07060	908-226-2568	Cindylea.weber@plainfieldnj.gov
Gary Ottmann, Business Admin	Plainfield, City of, Bd of Ed	1200 Myrtle Ave	Plainfield, NJ 07063		
Maureen Rice-Tucci	Plainsboro, Twp of	641 Plainsboro Rd	Plainsboro, NJ 08536	609-799-0909 x1406	
Andrew Coppolla	Pohatcong, Twp of	50 Municipal Dr	Phillipsburg, NJ 08865		
Gina Holmes, Public Works	Rahway, City	1 City Hall Drive	Rahway, NJ 07065	732-827-2100	gholmes@cityofrahway.com
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Lester Miller, Dir Purchasing	Raritan Vall Comm College	PO Bx 3300	Somerville, NJ 08876	908-218-8866	lmiller@raritanval.edu
Daniel Jaxel, Administrator	Raritan, Boro of	22 First St	Raritan, NJ 08869	908-231-1300 x15	djaxel@raritan-nj.org
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Ken Bovasso, Purchasing Coordinator	Ridgewood Public Schools	49 Cottage Place	Ridgewood, NJ 07451	201-670-2700 x10561	kbovasso@ridgewood.k12.nj.us
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Kelvin White, Facility Manager	Roselle Bd of Ed	710 Locust St	Roselle, NJ 07203		
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Bryan Russell, QPA Purchasing Agnt	Roselle, Boro of	210 Chestnut St	Roselle, NJ 07203	908-259-3028	brussell@boroughofroselle.com
Elyse Barone, Recycling Coord	Sayreville, Boro of	167 Main St	Sayreville, NJ 08872	732-390-7008	recycling@sayreville.com
Kevin Thompson, DPW Super	Sea Girt, Boro	612 Philadelphia Blvd	Sea Girt, NJ 08750		
Sandra D'Arzent	Secaucus, Town of	Municipal Government Ctr	Secaucus, NJ 07094		



Mary Sue Felice, QPA	So Amboy, City of	140 No Broadway	So Amboy, NJ 08879	732-525-5938	felicem@southamboynj.gov
Donald Kazar, Clerk	So Bound Brook, Boro of	12 Main St-Municipal Bldg	So Bound Brook, NJ 08880	732-356-0258 x13	dkazar@southboundbrook.com
Karolyn Telyczka, Accountant	Social Services, Board of	PO Bx 936, 73 E High St	Somerville, NJ 08876	908-231-5124	telyczka@co.somerset.nj.us
Jeff Siipola, Business Admin.	Somerset Cty Ed Srv Commiss	PO Bx 68, 12 E. Somerset St	Raritan, NJ 08869	908-707-1640 x3007	kself@sc.esc.k12.nj.us
Pierce Frauenheim, Dep Dir Pk Mt	Somerset Cty Park Commission	PO Box 5327	No Branch, NJ 08876	908-722-1200 x252	pfrauenheim@scparks.org
Diane Strober	Somerset Cty Voca Bd of Ed	Voca Sch, N Bridge & Vogt Dr	Bridgewater, NJ 08807	908-526-8900 x7274	dstrober@scvts.net
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Patricia O'Connor, Clerk	South River, Boro	48 Washington Street	South River, NJ 08882-1247	732-257-1999	poconnor@southrivernj.org
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John Mayer, Dir of Public Works	Spotswood, Boro of	77 Summerhill Rd	Spotswood, NJ 08884	732-406-7247	jmayer@spotswoodboro.com
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Stephen Zurka, Transportation Coor	Union Twp Board of Education	2369 Morris Ave	Union, NJ 07083		
Grace Brennan, Mun Finance Officer	Union Twp, Hunterdon County	140 Perryville Rd	Hampton, NJ 08827		
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Chris Pessolano, Dir Purchasing	Warren County	Rt 519 So, 165 County Rd	Belvidere, NJ 07823-1949		
Christopher Guida, Exec Dir	Warren County MUA	199 Foul Rift Rd, PO Bx 159	Belvidere, NJ 07823		
Jeff Long, CFO	Warren County Pollution Contr	500 Mt Pisgah Ave, PO Bx 587	Oxford, NJ 07863-0587		
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Debbie Catapano, Auth Secretary	Warren, Twp Sewerage Author	46 Mountain Blvd	Warren, NJ 07059		
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Peter de Boer, Administrator	Washington, Twp of	211 State Route 31 North	Washington, NJ 07882	908-689-7204	Admin@washington-twp-warren.org
Eric Schwartz, Dir Bldg & Grounds	Watchung Bd of Ed	One Dr. Parenty Way	Watchung, NJ 07069		
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Victoria Rousseau, PW Assist.	Watchung, Boro of	Municipal Bldg, 15 Mountain Blvd	Watchung, NJ 07069		
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Maria Cironi, Secretary	Wayne Twp Schools	50 Nellis Dr	Wayne, NJ 07470	973-633-3053	mcironi@wayneschools.com
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Mary Lucia, Secretary to BA/BS	West Morris Reg High Sch Dist	10 South Four Bridges Rd	Chester, NJ 077930	908-879-6404 x1001	mlucia@wmrbsd.org
Toni Dubaniewicz, QPA	West Windsor-Plainsboro BOE	505 Village Road W	W Windsor, NJ 08550	609-716-5000 x5013	toni.dubaniewicz@ww-p.org
Kathy Dominic, Purchasing Agent	Westfield Bd of Ed	303 Elm St	Westfield, NJ 07090		
James Gidea, Town Admin	Westfield, Town of	425 E Broad St	Westfield, NJ 07090		
Linda Berger, QPA	Willingboro, Twp of	One Salem Rd	Willingboro, NJ 08046	609-877-2200 x1052	lberger@willingboro.gov
Kevin Galland, Administrator	Woodland Park, Boro of	5 Brophy La	Woodland Park, NJ 07424	973-345-8100 x201	kgalland@wpnj.us

**COUNTY OF SOMERSET  
GENERAL INSTRUCTIONS**

**1. SUBMISSION OF BIDS**

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
- (1) addressed to the Purchasing Agent
  - (2) bearing the name and address of the bidder on the outside
  - (3) clearly marked "BID" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid.
- (4) We are now storing all responses electronically; therefore submit all pages of the response on a CD in addition to the printed copies.**
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. The County reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. Multiple Bids Not Accepted  
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- F. The Somerset County Park Commission is to be considered an agency of the County entitled to participate in the contract(s) resulting from this bid.

**2. BID SECURITY**

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

A.  **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the County.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

B.  **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit this shall be cause for rejection of the bid.

C.  **PERFORMANCE BOND**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

**3. QUOTATIONS, BIDS AND FORMS**

- A. (1). The County of Somerset is exempt from any local, state or federal sales, use or excise tax. Somerset County will not pay service charges such as interest and late fees.  
(2). The County of Somerset or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications. The County is rated by:  
Standard & Poor's Ratings Group: AAA  
Moody's Investors Services: Aaa  
Dun and Bradstreet
- B. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. *Estimated Quantities* (Open-Ended Contracts, Purchase as Needed) The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*
- E. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contract F.O.B. destination and placement as designed by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.
- G. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*

**4. INTERPRETATIONS AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final.
- D. 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.  
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

**5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS**

- 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 be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The County reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The contractor shall hold and save harmless the County, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

**6. AWARD OF BID**

- A. The County reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the County to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or 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 County 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 County. Without limiting the generality of the foregoing, the County 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 County reserves the right to award equal or tie bids at their 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 County 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 County reserves the right to cancel this contract.
- F. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

**7.  NEW JERSEY PREVAILING WAGE ACT (When Applicable)**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in

N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html).

**8.  THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

N.J.S.A. 34 :11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

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

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

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

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html). N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

**9. NON-COLLUSION AFFIDAVIT**

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

**10. NON-DISCRIMINATION**

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

**11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE**

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE EEO/AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT

A. Procurement, Professional and Service Contracts

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 on-line at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

B. Construction Contracts

All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-available on-line at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) for any contract award that meets or exceeds the bidding threshold.

**12. WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. 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. Further, all applicable documentation must be furnished.

**13. STATEMENT OF CORPORATE OWNERSHIP**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

**14. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

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) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

**15. INSURANCE AND INDEMNIFICATION**

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility



The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

**A. Insurance Requirements**

**Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

**General Liability Insurance**

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

**Automobile Liability Insurance**

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

**B. Certificates of the Required Insurance**     **Yes**     **No**

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

**C. Indemnification**

Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

Somerset County will not accept Mutual Limitation of Liability terms.

**16. PAYMENT**

Payment will be made after a properly executed County voucher has been received and formally approved on the voucher list by the Board of Chosen Freeholders at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

**17. TERMINATION**

**A. DEFAULT**

Non-performance of the Contractor in terms of specifications shall be a 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. The contractor may be

given a reasonable opportunity before termination to correct the deficiencies. 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 contract for convenience by providing sixty (60) calendar days advance notice to the contractor.

**C. TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the County has determined the Contractor has failed to remedy the problem after being forewarned.

**D. TERMINATION BY THE COUNTY:**

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. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the County 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 deficiencies.

**18. INDEMNIFICATION:**

The Contractor agrees to indemnify and save harmless the County, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorney's' 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.

**19. ADDITIONS/DELETIONS OF SERVICE:**

The County 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.

**20.** Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

**21.** Bidders shall not write in margins or alter the official content or requirements of the County bid documents.

**22. SPECIFICATIONS**

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.

**23. OWNERSHIP OF MATERIAL**

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 the 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.

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 media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

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

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

**25. N.J. BUSINESS REGISTRATION PROGRAM**

Certificate required pursuant to C57, PL2004. The law provides that a copy of the Business Registration Certificate issued by the NJ Dept. of Treasury **shall be provided at the time any bid or RFP is submitted; failure to do so is a fatal defect that cannot be cured.**

**26. "PAY TO PLAY" – NOTICE OF DISCLOSURE REQUIREMENT – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)**

- (1) 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.
- (2) Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year.
- (3) At a 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](http://www.elec.state.nj.us).
- (4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

**27. NON-ALLOCATION OF FUNDING TERMINATION**

Each fiscal year 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 such services. 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 during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

**28. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS**

Public funds may be used to pay only for goods delivered or services rendered. Somerset County 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 County to pay additional fees.

**29. FIRM FIXED CONTRACT**

This is a firm fixed contract, prices firm, FOB County locations. No price escalation. The vendor shall void the contract and permit the County to solicit open market pricing should any price increase or surcharge be imposed.

**30. W-9**

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

**31. HIPPA (If Applicable)**

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

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

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 (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

**32. PUBLIC EMERGENCY**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the County 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 goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the County may solicit the goods and/or services from any bidder on this contract.

**33. SOURCE OF SPECIFICATIONS/BID PACKAGES**

Official County bid packages for routine goods and services are available from [www.co.somerset.nj.us](http://www.co.somerset.nj.us) at no cost to the vendor. All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The County is not responsible for third party supplied specifications

**34. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

## SPECIFICATIONS

### FOR TOWING AND RECOVERY

#### GENERAL DESCRIPTION:

It is the intent of this specification to establish the minimum requirements to perform Towing, Vehicle Recovery, Catastrophic Vehicle Recovery for Somerset County and its Co-op members hereafter referred to as owners. The contract may have a Primary vendor and Secondary vendor for each category. The contract shall be for two (2) years. The contract shall have four parts: Option: A, B, C, and D. Vendors may bid on one or all four options.

- 1.0 The successful contractor shall be responsible for 24-hour a day, 7 days per week, 365 days per year Towing, Recovery, and Catastrophic Recovery.
- 1.1 In addition to clearing vehicles from the roadway, the successful contractor shall be responsible for clean-up of broken glass, minor spillage of gas, diesel fuel, antifreeze, and other debris from the scene of an accident to which it is summoned at no additional charge for labor, equipment or materials used. Disposal of small amounts of spilled hazardous materials must be done in accordance with all D.E.P. regulations.
- 1.2 The successful contractor must respond and be in transit to the disabled vehicle within (30) minutes for all tows irrespective of the time of day, weather conditions, or the nature of the towing services required. Response time is measured from the time the vendor is notified by Somerset County or the owners of the need for towing service, unless an alternate time frame has been mutually agreed upon.
- 1.3 The successful contractor must tow all vehicles in accordance with the vehicle manufacturer's standards with the use of wrecker body on truck chassis or by flatbed (roll-back). No tow bars or towing chains are permitted.

**EXCEPTION:** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO** \_\_\_\_\_

#### DEFINITIONS:

- 2.0 **TOWING:** The removal and transportation of a vehicle from a highway, street or public or private road, or from a storage facility or other facilities.
- 2.1 **RECOVERY:** Would include recovery of a vehicle from a position, beyond the right-of way or berm, where it is impaled upon any other object within the right of way.
- 2.2 **CATASTROPHIC RECOVERY:** A vehicle is either partially or completely overturned.
- 2.3 **TRAILER:** To include Lowboy/Detach and Land-OLL Trailer.

**EXCEPTION:** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO** \_\_\_\_\_

**SERVICE REQUIREMENTS:**

- 3.0 The successful contractor must supply Somerset County and the owners with a phone number and or phone service that can be reached any time, day or night. It is the responsibility of the successful contractor, that Somerset County and its owners are able to reach the contractor on an open phone line at any time.
- 3.1 In the event a vehicle is stored, the successful contractor must allow a minimum grace period of two (2) working days before a storage charge can be invoiced to Somerset County or the owners. The successful contractor will secure the vehicle in storage, and keep it safe from theft or vandalism.
- 3.2 Toll costs incurred must be on the invoiced bill. In addition, a copy of the receipt for any toll costs incurred must be included with the billing invoice.
- 3.3 The bidder will be required to register with the Somerset County Purchasing Office and the Somerset County Prosecutor’s Office by completing and executing the authorization and release form attached here to. All stockholders, employees, and officers of the towing company shall be required to complete and execute the authorization and release form which will authorize a review and full disclosure of records and information concerning themselves and their criminal history and receipt of a driving abstract from the NJ DMV. The purpose of the authorization and release form is to ensure and maintain public trust and integrity of the County of Somerset. If any employee, officer, or stockholder of the tow company is found to have a history of criminal activity involving any conviction of a crime considered to be a breach of the public trust, fraud, or the like, the tow company will be disqualified from being awarded the contract. Any and all employees hired by the successful contractor during the term of the contract must also be registered with the Somerset County Purchasing Office and the Somerset County Prosecutor’s Office by completing and executing the authorization and release form before performing any services under the contract. During the course of the contract, Somerset County reserves the right to periodically review the criminal record and/or driving record of each employee of the successful contractor and to require that a particular employee be disqualified from any action with regards to County tows or, in the County’s sole discretion, to cancel the contract.
- 3.4 Each employer’s/employee’s registration must include the following:
  - Name and residential address
  - Driver’s date of birth and social security number.
  - A legible copy of the drivers, driver’s license.
- 3.5 Nothing in these specifications shall preclude Somerset County or the owners from requesting additional towing or recovery equipment from other sources, when in the judgment of the County, the size, nature, or scope of a given job assignment requires towing equipment not available from the primary and secondary vendors. In making this decision, Somerset County shall be guided by the principle of fairness, public safety, and convenience.
- 3.6 The vendor agrees to allow a complete inspection of his/her shop and equipment.

**EXCEPTION:** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO** \_\_\_\_\_

**TOWING EQUIPMENT:**

- 4.0 The vendor will submit a roster (equipment list) with this bid specification, whether owned/leased, that will be used under this contract. This list will include the Year, Make, Model, Serial Number, and Weight Capacity of each piece of equipment. Also included will be copies of all corresponding Division of Motor Vehicle registration cards, insurance cards, New Jersey Apportioned Cab Cards, and lease agreements.
- 4.1 The vendor will submit a copy of Certificate of Liability Insurance. Direct Primary Garage Keepers Liability Insurance for each location.

**EXCEPTION:** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO** \_\_\_\_\_

**TOWING SERVICE INVOICING:**

- 5.0 The successful contractor will supply the following invoice information, but is not limited to:
  - The address or identify the location of the pick-up point and drop-off point.
  - The reason the vehicle was towed.
  - The date and time of the towing service provided.
  - License plate number
  - Make and model of the vehicle
  - Name of the person that requested the towing service.
  - Name of the towing operator/ driver.
  - The cost of the towing fee per hour.
  - The number of hours.

**BUSINESS LOCATION:**

- 6.0 The physical location of the successful primary and secondary vendors towing business, including office, truck, yard, and/or garage and storage facility, must be together and within the geographic boundaries of the designated towing region to be served. The designated region is Somerset County. The geographic location of the bidder will be considered in computing flat rate hourly time and or mileage and hook-up.

**7.0 ESTABLISHED TOW RATES:**

- 7.1 Option A Towing will be portal to portal, hourly rate
- 7.2 Option B Recovery will be portal-to-portal, hourly rate. Once the vehicle has been recovered and the vehicle is disabled and needs to be towed this service will be included in the hourly rate.
- 7.3 Option C Catastrophic Recovery will be portal-to-portal, hourly rate. Once the vehicle is recovered and the vehicle is disabled and needs to be towed this service will be included in the hourly rate.
- 7.4 Option D Trailer Towing will be portal-to-portal, hourly rate.

**EXCEPTION:** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO** \_\_\_\_\_



## ROSTER OF TOWING VEHICLES

The bidder will give all required information below for all personnel, including the owner, who will be used in the performance of this contract. (Use copies of this form, if necessary)

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

**Home street address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Date of birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Driver license number:** \_\_\_\_\_

**Home telephone:** \_\_\_\_\_

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

**Home street address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Date of birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Driver license number:** \_\_\_\_\_

**Home telephone:** \_\_\_\_\_

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

**Home street address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Date of birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Driver license number:** \_\_\_\_\_

**Home telephone:** \_\_\_\_\_

***EXCEPTIONS:***

***(IF NONE SO STATE)***

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**COUNTY OF SOMERSET**

**BID DOCUMENT CHECKLIST**

Required With Bid		Read, Signed & Submitted Bidder's Initial
<b>A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID</b>		
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Questionnaire	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input type="checkbox"/>	Bid Guarantee (bid bond or certified/cashier's check) (with Power of Attorney for full amount of Bid Bond)	_____
<input type="checkbox"/>	Consent of Surety (Certificate from Surety company)	_____
<input type="checkbox"/>	Surety Disclosure Statement and Certification	_____
<input type="checkbox"/>	Performance Bond	_____
<input type="checkbox"/>	Maintenance Bond	_____
<input type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
<input type="checkbox"/>	Other:	_____
<b>B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</b>		
<input checked="" type="checkbox"/>	Business Registration Certificate - Bidder	_____
<input type="checkbox"/>	Business Registration Certificate – Designated Subcontractor(s)	_____
<input type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid)	_____
<b>C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION</b>		
<input type="checkbox"/>	Three (3) references for similar projects	_____
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	_____
<input type="checkbox"/>	Catalog/Price List	_____
<input type="checkbox"/>	Product Samples	_____
<input type="checkbox"/>	Certification of Available Equipment	_____
<input checked="" type="checkbox"/>	Other: CD with PDF of Bid Response along w/Printed Copies (ref page 1)	_____
<b>D. READ ONLY</b>		
	Americans With Disability Act of 1990 Language	_____
<b>E. OPTIONAL ITEM(S)</b>		
<input checked="" type="checkbox"/>	County Cooperative Contract Option	_____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

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

By Authorized Representative:

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

Print Name & Title: \_\_\_\_\_

**COUNTY OF SOMERSET  
BID PROPOSAL FORM/SIGNATURE PAGE**

**TO THE COUNTY OF SOMERSET  
 BOARD OF CHOSEN FREEHOLDERS:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

<b>TOWING OPTIONS:</b>	
<b>OPTION: (A) TOWING</b>	<b>PER HOUR</b>
<b>A. LIGHT DUTY: UP TO 9,200 GVW</b>	\$
<b>B. MEDIUM DUTY: 9,201 TO 17,500 GVW</b>	\$
<b>C. HEAVY DUTY: 17,501 AND OVER</b>	\$
<b>OPTION: (B) RECOVERY</b>	
<b>A. LIGHT DUTY: UP TO 9,200 GVW</b>	\$
<b>B. MEDIUM DUTY: 9,201 TO 17,500 GVW</b>	\$
<b>C. HEAVY DUTY: 17,501GVW AND OVER</b>	\$
<b>OPTION: (C) CATASTROPHIC RECOVERY</b>	
<b>A. LIGHT DUTY: UP TO 9,200 GVW</b>	\$
<b>B. MEDIUM DUTY: 9,201 TO 17,500 GVW</b>	\$
<b>C. HEAVY DUTY: 17,501 GVW AND OVER</b>	\$
<b>OPTION: (D) TRAILER</b>	
<b>A. LOWBOY/ DE-TATCH TRAILER</b>	\$
<b>B. LAND/OLL TRAILER</b>	\$

Yes  No  **Contractor would be willing to accept an award of contract as a secondary provider.**

The undersigned is a \_\_\_\_\_ (Corporation)  
(Partnership) under the laws of the State of \_\_\_\_\_ having its  
(Individual)  
Principal office at \_\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

**COUNTY OF SOMERSET  
STOCKHOLDER DISCLOSURE CERTIFICATION  
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

**FAILURE OF THE BIDDER TO SUBMIT THE REQUIRED  
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

**CHECK ONE:**

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Legal Name of Bidder Business:** \_\_\_\_\_

**Check which business entity applies:**

- Partnership                                       Corporation                                       Sole Proprietorship
- Limited Partnership                                       Limited Liability Partnership                                       Limited Liability Corporation
- Subchapter S Corporation                                       Other \_\_\_\_\_

**Complete if the bidder/respondent is one of the 3 types of Corporations:**

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

**Business Address:**

\_\_\_\_\_  
STREET ADDRESS                                      CITY                                      STATE                                      ZIP

\_\_\_\_\_  
TELEPHONE #                                      FAX #                                      EMAIL

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

\_\_\_\_\_  
NAME                                      HOME ADDRESS

\_\_\_\_\_  
NAME                                      HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY:      Yes  No

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

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

**COUNTY OF SOMERSET  
NON-COLLUSION AFFIDAVIT**

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State of \_\_\_\_\_  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; 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 Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_.



**A.**  
**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 County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, 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 County 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 photostatic 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 County 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 photostatic 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 County. 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 Public Agency.

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 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: \_\_\_\_\_

**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](http://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.**

## COUNTY OF SOMERSET

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

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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.

## COUNTY OF SOMERSET

October 20, 2004

### Revised Contract Language for BRC Compliance

*Goods and Services Contracts (including purchase orders)*

*\* Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

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

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

**ALERT  
FAILURE TO INCLUDE A COPY OF YOUR  
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
IS CAUSE FOR REJECTION OF YOUR PROPOSAL**

**COUNTY OF SOMERSET**

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO SUBMIT ONE OF THESE DOCUMENTS **WITH THE BID** WILL CAUSE YOUR BID TO  
BE REJECTED, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH  
THE COUNTY OF SOMERSET.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08644-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TRADE NAME: CLIENT REGISTRATION  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
SEQUENCE NUMBER: 0107330  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
ISSUANCE DATE: 07/14/04  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

Acting Director  
*John S. Tully*

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

Division of Purchasing  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**Solicitation Number:** \_\_\_\_\_ **Bidder/Offeror:** \_\_\_\_\_

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. 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, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

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

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

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

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

**COUNTY OF SOMERSET**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**