### **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



PHONE: (908) 231-7043 Fax: (908) 575-3917

### 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 December 18, 2014 at 2:30 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:

4 Wheel Drive Refrigerated/Heated Food Delivery Vehicle

Contract: CC-9006-14-R

Specifications and instruction to bidders may be obtained at the Purchasing Office or the County website at <a href="https://www.co.somerset.nj.us">www.co.somerset.nj.us</a> \*

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)
☐ <b>WILLING</b> 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.

Contact:	Twp/Boro	Street Address:	City, State, Zip	Phone Number	Email
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Janet McDaniel, Chief of Admin Svs	Passaic County Bd of Soc Svs	80 Hamilton St	Paterson, NJ 07505	973-881-4133	jmcdaniel@pcbss.org
Doris Dudek, Dir of Purchasing	Passaic, City of	330 Passaic St	Passaic, NJ 07055	973-365-5722	ddudek@cityofpassaicnj.gov
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
Maryanne Emmel, Purchasing Super	Randolph Twp Schools	25 School House Rd	Randolph, NJ 07869	973-361-0808	memmel@rtnj.org
Liz Crescibene, RPPO, QPA	Randolph, Twp of	502 Millbrook Ave	Randolph, NJ 07869	973-989-7058	Icrescibene@randolphnj.org
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
Dirk Struening, Superintendent of PW	Raritan, Twp of	204 Pennsylvania Ave	Flemington, NJ 08822-3446	908-782-1695	dstruening@comcast.net
Vita Mekovetz, RMC/MMC/RPPO	Readinton Twp	509 Route 523	Whitehouse Sta, NJ 08889	908-534-4051 x224	ymek@readingtonwtwp-nj.org
Ken Bovasso, Purchasing Coordinator	Ridgewood Public Schools	49 Cottage Place	Ridgewood, NJ 07451	201-670-2700 x10561	kbovasso@ridgewood.k12.nj.us
Patricia Seger, Asst Bus Admin	Rockaway Twp	540 Green Pond Rd	Rockaway, NJ 07866	973-983-2868	pseger@rockawaytownship.org
Donna Griffiths, Clerk	Rocky Hill, Boro of	PO Box 188	Rocky Hill, NJ 08553		
Kelvin White, Facility Manager	Roselle Bd of Ed	710 Locust St	Roselle, NJ 07203		
Dina Pereira, Asst Treasuer	Roselle Park, Boro of	110 E Westfield Ave	Roselle Park, NJ 07204-2083	908-245-6224	dpereira@rosellepark.net
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
Nancy Hunter, SBA/Bd Secretary	Somerset Hills Bd of Ed	25 Olcott Ave	Bernardsville, NJ 07924	908-204-1930 x1117	nhunter@shsd.org
Peter Wozniak, CFO	Somerset Raritan Valley Sewer	Polhemus La., PO Bx 6400	Bridgewater, NJ 08807-0400	732-469-0593 x206	Peter.wozniak@srvsa.org
Bryan Boyce, BA/BS	Somerville, Bd of Ed	51 W Cliff St	Somerville, NJ 08876	908-218-4102	bboyce@somervilleschools.org
Pete Hendershot, PW Mgr	Somerville, Boro of	25 West End Ave	Somerville, NJ 08876-1800		
Lori Siemon, Admin Asst	South Brunswick Bd of Ed	PO Box 181	Monmouth Junct, NJ 08852	732-297-7800 x3149	Lori.siemon@sbschools.org
Robert Mitchell, Purchasing Agent	South Brunswick, Twp of	540 Ridge Rd	Monmouth Junction, NJ 08852	732-329-4000 x7304	bmitchel@sbtnj.net
Ellen Malgieri QPA, Purchasing Agent	South Orange Village, Twp	101 So Orange Ave	So Orange, NJ 07079	973-378-7715 x7729	ellen@southorange.org
Robert Cappaarelli, DPW Gen Super	South Plainfield, Boro of	405 Spicer Ave	So Plainfield, NJ 07080		
Patricia O'Connor, Clerk	South River, Boro	48 Washington Street	South River, NJ 08882-1247	732-257-1999	poconnor@southrivernj.org
Grant Rome, CFO/QPA	Sparta, Twp of	65 Main St	Sparta, NJ 07871	973-729-4103	grant.rome@spartanj.org
John Mayer, Dir of Public Works	Spotswood, Boro of	77 Summerhill Rd	Spotswood, NJ 08884	732-406-7247	jmayer@spotswoodboro.com
Nicola Reid, Purchasing Agent	Stafford Twp	260 E Bay Ave	Manahawkin, NJ 08050	609-597-1000 x8521	Nicola.reid@twp.stafford.nj.us
Scott Olsen, Treasurer/CFO/PA	Summit, City of	City Hall, 512 Springfield Ave	Summit, NJ 07901	908-277-9422	solsen@cityofsummit.org
Nicholas Saros, Municipal Manager	Teterboro, Boro of	510 Rt 46 West	Teterboro, NJ 07608	201-288-1200	nsaros@teterboronj.org
Judith Parillo, RPPS	Tewksbury, Twp of	169 Old Turnpike Rd	Califon, NJ 07830	908-439-0022 x726	jldemaris@tewksburytwp.net
Shanon Rathyen, Purchasing Agent	Tinton Falls, Boro of	556 Tinton Ave	Tinton, NJ 07724	732-542-3400 x252	srathyen@tintonfalls.com
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Gail Catinia, Purchasing Agent	Toms River, Twp of	33 Washington St	Toms River, NJ 08753	732-341-1000 x8219	gcatania@tomsrivertownship.com
Sandra Auld, Director of Purchasing	Union County College	1033 Springfield Ave	Cranford, NJ 07016	908-709-7010	auld@ucc.edu
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		
Maryann Saunders, Purchasing	Union, County of	10 Elizabethtown Plaza	Elizabeth, NJ 07207	908-527-4134	msaunders@ucnj.org
Eileen Birch, Twp Clerk	Union, Twp of	1976 Morris Ave	Union, NJ 07083	908-851-8501	ebirch@uniontownship.com

Dave Pullis, Dir PW	Vernon Twp	21 Church St, PO Bx 340	Vernon, NJ 07462	973-764-3021	dpullis@vernontwp.com
Noreen Jones, Asst Twp Engineer	Verona, Twp of	10 Commerce Ct	Verona, NJ 07044	973-857-4804	njones@veronanj.org
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		
Lois Harold, Asst Purch	Warren, Twp of	46 Mountain Blvd	Warren, NJ 07059-0695	908-753-8000 x233	Iharold@warrennj.org
Marne Angarola	Warren, Twp Schools	213 Mt Horeb Rd	Warren, NJ 07059	908-753-5300	mangarola@warrentboe.org
Debbie Catapano, Auth Secretary	Warren, Twp Sewerage Author	46 Mountain Blvd	Warren, NJ 07059		
Scott Frech, DPW Super	Washington Twp	43 Schooley's Mtn Rd	Long Valley, NJ 07853	908-876-3382	sfrech@wtmorris.net
E. Jill Waller, Executive Secretary	Washington Twp MUA	46 E Mill Rd	Long Valley, NJ 07853	908-876-3145	jwaller@wtmua.org
Richard Sheola	Washington, Boro of	100 Belvidere Ave	Washington, NJ 07882-1426		
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		
Tim Stys, SBA/Bd Sec	Watchung Hills Reg High Sch	108 Stirling Rd	Warren, NJ 07059	908-647-4800 x4850	tstys@whrhs.org
Victoria Rousseau, PW Assist.	Watchung, Boro of	Municipal Bldg, 15 Mountain Blvd	Watchung, NJ 07069		
Neal Bellet, Business Administrator	Wayne Twp	475 Valley Rd	Wayne, NJ 07470	973-694-1800 x3202	belletn@waynetownship.com
Maria Cironi, Secretary	Wayne Twp Schools	50 Nellis Dr	Wayne, NJ 07470	973-633-3053	mcironi@wayneschools.com
Lora Olsen, Twp Clerk	West Amwell Twp	150 Rocktown-Lambertville Rd	Lambertville, NJ 08530	609-397-2054	clerk@westamwelltwp.org
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@wmrhsd.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. <u>Estimated Quantities</u> (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 andWorkforce Development, Division of Workplace Standards. Additional information is available at <a href="https://www.state.nj.us/labor/lsse/lspubcon.html">www.state.nj.us/labor/lsse/lspubcon.html</a>.

### 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. White "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 <a href="https://www.state.nj.us/labor/lsse/lspubcon.html">www.state.nj.us/labor/lsse/lspubcon.html</a>. 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 <a href="https://www.state.nj.us/treasury/contract\_compliance">www.state.nj.us/treasury/contract\_compliance</a>

### B. Construction Contracts

All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-available on-line at <a href="www.state.nj.us/treasury/contract\_compliance">www.state.nj.us/treasury/contract\_compliance</a> 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 neurred 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. 1 2:235-1.6. 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 $\square$ Yes $\square$ 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 contact 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 <a href="https://www.elec.state.nj.us">www.elec.state.nj.us</a>.
- (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: <a href="https://www.irs.gov/pub/irs-pdf/fw9.pdf">www.irs.gov/pub/irs-pdf/fw9.pdf</a>

### 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 <a href="www.co.somerset.nj.us">www.co.somerset.nj.us</a> 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 BID FOR

# 4 WHEEL DRIVE REFRIGERATED/HEATED FOOD DELIVERY VEHICLE FOR

### SOMERSET COUNTY DIVISION OF TRANSPORTATION

### **SCOPE**

It is the intent to provide adequate description of the current need and purchase of a 2014 or newer ready for service hot/cold meal delivery vehicles.

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1.1 Half-ton (1/2), four-wheel drive (4WD), SUPER CAB or equivalent pick-up with short bed.
EXCEPTIONS:
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1.2 WHEELBASE: 145 inches, maximum.
EXCEPTIONS:
_
1.3 G.V.W.R.: 6,900 pounds minimum.
EXCEPTIONS:
<del>-</del>
1.4 ENGINE: Gasoline
EXCEPTIONS:
_
1.5 TRANSMISSION: Electronic 6-speed Automatic with overdrive.
EXCEPTIONS:
<del></del>
1.6 COOLANT SYSTEM: Heavy-duty radiator including a transmission oil cooler.
EXCEPTIONS:

### 1.7 ELECTRICAL

Batteries: Heavy duty min 725 CCA Maintenance Free, Minimum.

EXCEPTIONS:
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1.8 BRAKES: 4 wheel disc, anti-lock braking system with front and rear vented disc.
EXCEPTIONS:
_
1.9 FUEL TANK: 26 gallon minimum.
EXCEPTIONS:
<del>-</del>
1.12 EXHAUST: Stainless steel exhaust system.
EXCEPTIONS:
_
1.13 STEERING
Power Steering: Power-assist rack and pinion steering, steering cooler
Steering Wheel: Tilt-Adjustable steering column
EXCEPTIONS:
_
1.14 SUSPENSION
Shocks: Heavy duty, Front – Coil on Shock.
Front Suspension: Long-spindle double wishbone independent, Stamped lower Control Arm.
Rear Suspension: Hotchkiss-type, Non-independent Live, Heavy Duty Leaf Springs and Outboard Shock Absorbers.
Rear Suspension Upgrade: Two (2) additional leafs shall be added to rear springs to increase load capacity.
EXCEPTIONS:
<u> </u>

1.15 TIRES & WHEELS: 4 All-Terrain Steel-Belted radial tires P265/70R17 mounted on 17" aluminum wheels. A spare tire matching specified tires shall be supplied and mounted under rear of vehicle. Rubber composite mud flaps shall be installed behind the rear tires.

EXCEPTIONS:_	
-	
4.40 EVTEDIO	
1.16 EXTERIO	
ŕ	Chassis body shall be made of Galvanized steel/alloy material.
,	Shall have side impact bars.
ŕ	Front chrome bumpers
,	Rear heavy duty bumper
ŕ	Primary body color shall be Oxford White Clear coat.
ŕ	Exterior telescoping signal, remote and heated black outside mirrors.
,	Two doors with rear driver and passenger side access doors.
8.)	4" tubular running boards shall be installed below driver and passenger side doors.
EXCEPTIONS:_	
_	
1.17 LIGHTING	
1.)	Aero-composite fully automatic headlamps with delay-off feature.
ŕ	Day time running lights
	Center high mounted stoplight.
ŕ	Exterior cargo box light.
,	
EXCEPTIONS:_	
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pressure odometer	MENTATION: Analog instrumentation display that includes tachometer, oil gauge, engine temperature gauge, voltmeter gauge, compass, exterior temp, trip and rear parking sensor. Warning indicators shall include oil pressure, engine ure, battery, lights on, low fuel, low washer fluid, brake fluid and door ajar.
EXCEPTIONS:_	
_	
1.19 SEATING	
1.)	The vehicle shall be configured to accommodate 3 passengers.
2.)	40-20-40 split bench seat with fixed head restraints, center armrest with storage, 4-way adjustable driver seat with lumbar support, 4 –way adjustable passenger seat.
3.)	Seatbelt extensions: two shall be provided.
EYCEDTIONS:	
EVCELIONS:	
-	

1.20 CAB INTERIOR

- 1.) The interior shall have a full cloth headliner
- 2.) Interior color shall be "Grey" or "Black"

.

- 3.) Interior lights include dome light with fade, front reading lights, two door curb lights and illuminated entry light.
- 4.) Overhead mini-console, a glove box with light, front cup holder, dashboard storage including driver, passenger and rear door bins.

### EXCEPTIONS:

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### 1.21 MISCELLANEOUS

<u>Windows:</u> Power front windows with driver 1-touch down and fixed rear windows with deep tint.

Windshield Wipers: Variable intermittent front windshield wipers and sun visor strip.

Cruise Control: Cruise control with steering wheel control

Radio: In-dash mounted AM/FM/CD Stereo including a clock with four speakers and fixed antenna.

<u>Door Locks:</u> Power door locks with 2 stage unlock, keyfob (front doors) keyless entry.

Climate Control: OEM air conditioning

Power Outlets: Two 12V DC power outlets with retained accessory power

<u>Safety & Security:</u> Seatbelts with front pre-tensioners, dual airbags with airbag occupancy sensor and SecuriLock ignition disable.

### EXCEPTIONS:

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### 2.0 HOT/COLD MEAL TRANSPORT UNIT CONSTRUCTION

<u>General</u>: The following specification is for a 2014 or newer Delivery Concepts Hot Shot 6SWB Series 80/20. (20%) heated, (80%) refrigerated transport unit or equivalent.

### 2.1 DIMENSIONS

### **Cold Compartment:**

Width - 42" on passenger/curb side, 60.5" driver side

Height - 33" minimum Depth - 76" minimum

### Hot Compartment:

Width - 18.5" minimum Height - 28" minimum Depth - 35.5" minimum

 Bidder is required to provide exact dimensions and unit layout with bid submission.

EXCEPTIONS	S:
_	
2.2 CAP	ACITY
	Cold Compartment: 3 door compartment w/4 stainless steel racks and open area for up to 300 individual chilled meals, 8 milk crates / 100 cold packs.
	Hot Compartment: Single door oven catering rack system for 5 @ 35" meals paskets @ 20 HDM's each totaling 100 meals.
	<ul> <li>Unit shall be delivered with enough wired racks to fill both the cold and hot compartments. Bidder is required to provide number of racks that will be supplied.</li> </ul>
	# Wired Racks
EXCEPTIONS	S:
_	
2.3 DOC	DRS CONTROL OF THE PROPERTY OF
6	There shall be four (4) double sealed doors with maximum 4" foam insulation and extra heavy duty hinges with $\frac{1}{4}$ " aluminum backing. There shall be one access door o heated unit and three (3) door access to refrigerated compartment.
r	There shall be "safeguard" latch system with interior door latches with luminous release handles for emergencies installed on each door. There shall also be a doorajar alarm on each door.
EXCEPTIONS	S:
_	
2.4 INSU	JLATION
	Compartment: Each compartment shall be surrounded by a minimum of Four (4) nches or a maximum of Six (6) inches of rigid foam.
1	Doors: There shall be 2" to 4" foam insulation in each door.
EVCEDTIONS	v.
EXCEPTIONS	o
2.5 COM	IPARTMENT INTERIOR
E S	Each compartment shall have stainless steel floors with either fiberglass or stainless steel interior walls and have a pass-thru interior that includes stainless steel adjustable and/or removable brackets and racks in refrigerated unit.
r e	Cold Compartment: Cooling for this compartment shall be provided by a Thermo King V200-10 or equivalent over the road refrigeration system with an enginemounted compressor, roof-mounted condenser and a high efficiency dual fanewaporator mounted on the compartment ceiling. System will maintain a minimum emperature of 32 degrees Fahrenheit.
	Hot Compartment: Heating for this compartment shall be provided by utilizing the hot water system of the vehicle to maintain a temperature of 180 degrees Fahrenheit.
EXCEPTIONS	S:
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### 3.0 INSTRUMENTATION

There shall be a dash mounted thermostat/control LED panel display within view and easy reach of the driver.

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### 4.0 SAFETY EQUIPMENT

<u>Reflector Kit:</u> A set of three warning triangles shall be provided in a weather resistant storage container.

<u>Fire Extinguisher:</u> A fire extinguisher with gauge shall be secured in the driver compartment.

First Aid Kit: A first aid kit, shall be installed on the vehicle.

<u>Back-up Warning:</u> The vehicle shall have a back-up alarm system, which operates when the gearshift is placed in reverse. Minimum 97 dB.

<u>Back-up Camera and Reverse Sensing System:</u> The vehicle shall have a LCD wireless reverse camera system (color). The system shall have a rearview camera mounted at the rear, with 5" flat panel monitor mounted in the cab in view of the driver. System shall activate automatically when vehicle is placed in reverse.

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### 5.0 EXTERIOR FINISH

Body: All exterior walls shall be 3/16" gel-coated, impact resistant fiberglass.

<u>Paint:</u> All exterior paint shall be either polyurethane enamel or a clear coat system and shall be Oxford white or equivalent. Two-tone color stripes measuring 4 inches wide shall be painted on each side and rear of the vehicle per the county's fleet design. Vinyl is acceptable in lieu of painted striping.

Signage: Exterior signs shall include "Vehicle Operated By Somerset County (location and lettering to be determined at time of vehicle order) and a "This Vehicle Makes Frequent Stops" sign shall be fixed to rear of vehicle in view of other motorist. In addition to the exterior signs a "No Smoking" sign shall be affixed to the interior dash of the vehicle.

<b>EXCEPTIONS:</b>	
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**6.0 MANUALS:** Two full sets of chassis service manuals shall be supplied for each purchase order.

Wiring: An "AS BUILT" wiring manual for the Hot/Cold unit shall be supplied.

<u>Operations:</u> Operations manual from vehicle manufacturer with each vehicle delivered.

<u>Components:</u> Heating unit, refrigeration and other component service and operation manuals shall be supplied at delivery.

<b>EXCEPTIONS:</b> _	
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### 7.0 WARRANTY-

### 7.1 BODY/CHASSIS

Bumper to Bumper: 3 year / 36,000 miles

Powertrain: 5years / 60,000 miles

<u>Safety Restraint System:</u> 5years / 60,000 miles <u>Corrosion Perforation:</u> 5 years/Unlimited mileage

### 7.2 COMPONENTS

Hot/Cold Meal Delivery Unit System: 2 years / unlimited mileage

EXCEPTIONS:
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8.0 DELIVERY
Delivery of the vehicles shall commence within 120 days of receipt of purchase order. All units not delivered within said time frame shall be assessed a penalty of \$100.00 per day per unit post delivery date due. Penalty shall be deducted from the purchase price of the unit or units not delivered in a timely manner. Vehicle shall be delivered with a minimum of 3/4's of a tank of fuel.
EXCEPTIONS:
_
9.0 SERVICE FACILITY
The bidder shall have an authorized service facility within reasonable distance of the County's garage and/or provide key contact information of closest refrigeration dealer and an authorized dealer/auto repair facility for heating unit repair during the warranty period.
EXCEPTIONS:
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10.0 LICENSE AND REGISTRATION
Vehicle shall have license plates (CG) installed and vehicle registration to Somerset County at time of delivery. All necessary NJMVC inspections shall have been completed prior to delivery of vehicle to County.
EXCEPTIONS:
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### **BASIS OF THE AWARD**

Bids are requested for an open-end contract for a period of one year or until model is no long available beginning with bid award date, with a minimum purchase of two (2) units.

### **EXCEPTIONS:**

(IF NONE SO STATE)

### **BID DOCUMENT CHECKLIST**

Required With Bid	_	Read, Signed & Submitted Bidder's Initial
A.	FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID	
<b>A.</b>	Stockholder Disclosure Certification Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) Required Evidence EEO/Affirmative Action Regulations Questionnaire Non-Collusion Affidavit Disclosure of Investment Activities in Iran Bid Guarantee (bid bond or certified/cashier's check) (with Power of Attorney for full amount of Bid Bond) Consent of Surety (Certificate from Surety company) Surety Disclosure Statement and Certification Performance Bond Maintenance Bond License(s) or Certification(s) Required by the Specifications	
	Other:	
<b>B.</b> ⊠ □	MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED  Business Registration Certificate - Bidder  Business Registration Certificate - Designated Subcontractor(s)  Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid)	
<b>c</b> .	FAILURE TO SUBMIT ANY OFTHESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION  Three (3) references for similar projects Authorization for Background Check Catalog/Price List Product Samples Certification of Available Equipment Other: CD with PDF of Bid Response along w/Printed Copies (ref page 1)	
D.	READ ONLY	
D.	Americans With Disability Act of 1990 Language	_
<b>E</b> . ⊠	OPTIONAL ITEM(S)  County Cooperative Contract Option	-
	eklist is provided for bidder's use in assuring compliance with required documentation; however, it does rooms requirements and does not relieve the bidder of the need to read and comply with the specifications.	not include all
Name of B	idder: Date:	
	zed Representative:	
•		
Signature:		
Drint Name	a & 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:

	DESCRIPTION	ON	PRICE
	4 Wheel Drive Refrigerat Delivery Vehicle as pe		\$
	TOTAL PRICE WRITTEN OU	T IN WORDS:	
	Model:		
The undersigned i	(Corporation) s a (Partnership) under the laws of the (Individual)		having its
Company		Federal I.D. #	f or Social Security #
Address			
Signature of Autho	orized Agent	Type or Print	Name
Title of Authorized	Agent	Date	
Telephone Numbe	er	Email Addres	S
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 contai of the issued and outstanding sto	ns the names and home addresses of all s ock of the undersigned.	tockholders holding	g 10% or more
I certify that no one stockholder	owns 10% or more of the issued and outst	anding stock of the	undersigned.
Legal Name of Bidder Business:			
Check which business entity applies:			
☐ Partnership	☐ Corporation	☐ Sole Pro	prietorship
Limited Partnership	Limited Liability Partnership	Limited l	iability Corporation
☐ Subchapter S Corporation	Other		
Complete if the bidder/respondent is o	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 address classes, or who own 10% or greater interest.	es of all stockholders, partners or individual est therein.	als who own 10% c	or more of its stock of any
NAME	HOME ADDRESS		
NAME	HOME ADDRESS		
CONTINUE ON ADDITIONAL SHEETS IF NECE	SSARY: Yes No No		
Signature:	Date:		
Printed Name and Title:			

## COUNTY OF SOMERSET NON-COLLUSION AFFIDAVIT

State of County of	SS:
I,o	of the City of
in the County of and say that:	State of of full age, being duly swom
the bidder making this Proposal for the above name to do; that said bidder has not, directly or indirectly taken any action in restraint of free, competitive statements contained in said proposal and in this County of Somerset relies upon the truth of the state this affidavit in awarding the contract for the said proposal and in this affidavit in awarding the contract for the said proposal further warrant that no person or sellicontract upon an agreement or understanding for fide employees or bona fide employees or bona fide employees.	(Name of firm)  med project, and that I executed the said proposal with full authority so rentered into any agreement, participated in any collusion, or otherwise bidding in connection with the above named project; and that all affidavit are true and correct, and made with full knowledge that the atements contained in said proposal and in the statements contained in roject.  ing agency has been employed or retained to solicit or secure such a commission, percentage, brokerage, or contingent fee, except bona cona fide established commercial or selling agencies maintained
(name of contracto	or)
(N.J.S.A. 52:34-25)	
Subscribed and sworn to	
before me thisday	
of	Signature
Notary public of	(Type or print name of affiant under signature)
My Commission expires	

#### Α.

# 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:

County, prior to execution of the contr	ract, one of the following documents:	
Goods and General Service Vendor  1. Letter of Federal Approval indica sanctioned affirmative action program County and the Division. This approva	ating that the vendor is under an $\epsilon$ at $\epsilon$ . A copy of the approval letter is to b	e provided by the vendor to the
Do you have a federally-approved of the second seco		Yes No
2. A Certificate of Employee Inform N.J.A.C. 17:27-1.1 et seq. The vendo of its compliance with the regulations. Employee Information Report, Form indicated on its face. Certificates mus	or must provide a copy of the Certific The Certificate represents the reviet AA-302 by the Division. The period	cate to the County as evidence w and approval of the vendor's I of validity of the Certificate is
Do you have a State Certificate of E If yes, please submit a photostatic		roval? Yes 🗌 No 🗌
3. The successful vendor shall comp Division with \$150.00 Fee and forward by the Division, this report shall const of the contract, the EEO/AA evidence	rd a copy of the Form to the County itute evidence of compliance with the	y. Upon submission and review
The successful vendor may obtain the Division website <a href="www.state.nj.us/treas">www.state.nj.us/treas</a>		rmation Report (AA302) on the
The successful vendor(s) must sub- Employment Opportunity Compliance	mit the AA302 Report to the Divis , with a copy to Public Agency.	ion of Public Contracts Equal
The undersigned vendor certifies requirements of N.J.S.A. 10:5-31 a evidence.		
The undersigned vendor further under contractor fails to comply with the req		
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)

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.

### 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.

### 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 contacting 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.

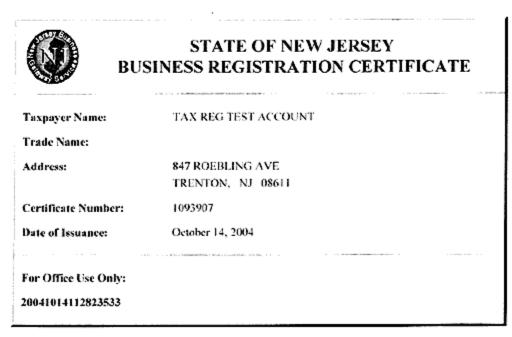
A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under 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

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

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





# Division of Purchasing DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number:	Bidder/Offeror:
must complete the certification below to attes subsidiaries, or affiliates, is not identified on a in investment activities in Iran. If the Director s/he shall take action as may be appropriate a	n or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract st, under penalty of perjury, that the person or entity, or one of the person or entity's parents, a list created and maintained by the Department of the Treasury as a person or entity engaging or finds a person or entity to be in violation of the principles which are the subject of this law, and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking e party in default and seeking debarment or suspension of the person or entity.
I certify, pursuant to Public Law 2	2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:
	,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy
is not a financial institution that extends sentity will use the credit to provide goods or se	\$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or ervices in the energy sector in Iran.
has engaged in the above-referenced activiti below to the Division of Purchase under per	e to make the above certification because it or one of its parents, subsidiaries, or affiliates ies, a detailed, accurate and precise description of the activities must be provided in part 2 nalty of perjury. Failure to provide such will result in the proposal being rendered as ines and/or sanctions will be assessed as provided by law.
You must provide, accurate and precise descrip	INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN ption of the activities of the bidding person/entity, or one of its parents, subsidiaries or 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
best of my knowledge are true and complete. person or entity. I acknowledge that Somerset under a continuing obligation from the date of in writing of any changes to the answers of infa false statement or misrepresentation in this c	th, hereby represent and state that the foregoing information and any attachments thereto to the I attest that I am authorized to execute this certification on behalf of the above-referenced County is relying on the information contained herein and thereby acknowledge that I am this certification through the completion of any contracts with the County to notify the County formation contained herein. I acknowledge that I am aware that it is a criminal offense to make ertification, and if I do so, I recognize that I am subject to criminal prosecution under the law h of my agreement(s) with Somerset County, New Jersey and that the County at its option may ification void and unenforceable.
Full Name (Print)	Signature: Date:
1100	Date

### **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDEND NUMBE		ACK	NOWLEDGE RECEIPT (Initial)	
Acknowledged for:		of Bidder)		
Ву:				
	nature of Authorized Represe	entative)		
Name:	(Print or Type)			
Title:	(* ************************************			
Date:				

FORM NOT REQUIRED IF NO ADDENDA ISSUED