

# County of Somerset New Jersey

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

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



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

## NOTICE TO BIDDERS #2 SOCCP

Sealed bids will be received by the Purchasing Agent for the County of Somerset on March 14, 2018 at 2:30 PM prevailing time in the Purchasing Division conference room, County Administration Building, 20 Grove Street, Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

Vehicle Parts and Repairs – Original Equipment Manufactured (OEM)  
Open-Ended Contract # CC-0012-18

Bid responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and the "**BID TITLE NAME & CONTRACT #**" on the outside, addressed to Karen L. McGee, Purchasing Agent, at the address above.

Any Bid Addenda will be issued on the County website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders 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.

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).

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, RPPO, QPA  
Purchasing Agent – Somerset County

## 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.

<b>Twp/Boro</b>	<b>Street Address</b>	<b>City, State, Zip</b>	<b>Phone Number</b>
Alexandria, Township of	782 Frenchtown Road	Milford, NJ 08848	908-996-7071 x210
Allamuchy Twp	PO Box A	Allamuchy, NJ 07820	908-852-5132 x110
Atlantic County	1333 Atlantic Ave., 6th Fl	Atlantic City, NJ 08401	609-343-2268
Atlantic Highlands, Borough	100 First Ave	Atlantic Highlands, NJ 07716	732-291-1444 x3103
Barneгат, Bd of Ed	550 Barneгат Blvd. North	Barneгат, NJ 08005	609-698-5800
Bayonne, City of	630 Avenue C, Room #23	Bayonne, NJ 07002	201-858-6090
Bedminster, Bd of Ed	234 Somerville Rd	Bedminster, NJ 07921	908-234-1487
Bedminster, Twp of	One Miller Lane	Bedminster, NJ 07921	908-212-7000 x412
Belmar, Boro of	601 Main St	Belmar, NJ 07719	732-681-3700 x231
Bergen County	One Bergen Co Plaza Rm 331	Hackensack, NJ 07601	201-336-7111
Bergen County Housing Author	One Bergen County Plaza, 2nd Fl	Hackensack, NJ 07601	201-336-7618
Berkeley, Twp of	PO Box B	Bayville, NJ 08721	732-244-7400 x228
Bernards Twp Public Sch	101 Peachtreet Rd	Basking Ridge, NJ 07920	908-204-2600 x129
Bernards, Twp of	1 Collyer La	Basking Ridge, NJ 07920	908-204-3065
Bernards, Twp Sewer Authority	1 Collyer La	Basking Ridge, NJ 07920	908-204-3065
Bernardsville, Boro of	PO Box 158-Municipal Bldg	Bernardsville, NJ 07924-0158	
Bethlehem, Twp of	405 Mine Rd	Asbury, NJ 08802	908-735-4107 x105
Blairstown, Twp of	PO Box 370	Blairstown, NJ 07825	
Bloomingtondale, Boro of	101 Hamburg Turnpike	Bloomingtondale, NJ 07403	973-838-0778 x245
Bogota, Borough of	375 Larch Ave	Bogota, NJ 07603	201-342-1736 x267
Bound Brook, Borough of	230 Hamilton St, Mun Bldg	Bound Brook, NJ 08805-2017	
Branchburg Twp Bd of Ed	240 Baird Rd	Branchburg, NJ 08876	908-722-3335
Branchburg, Twp of	1077 Hwy 202 N.	Branchburg, NJ 08876	908-526-1300
Brick Township MUA			
Brick, Twp of	401 Chambers Bridge Rd	Brick, NJ 08723	732-262-1058
Bridgewater, Twp of	100 Commons Way	Bridgewater, NJ 08807	908-725-6300
Bridgewater-Raritan Reg Sch	836 Newmans La	Bridgewater, NJ 08807	
Brigantine, City of	1417 West Brigantine Avenue	Brigantine, NJ 08203	609-266-7600 x220
Brookdale Community College	765 Newman Springs Rd	Lincroft, NJ 07738	732-224-2239
Burlington County	49 Rancocas Road, PO Box 6000	Mt. Holly, NJ 08060-6000	609-265-5012
Burlington County, Inst of Tech	695 Woodlane Road	Westampton, NJ 08060	609-267-4226 x8209
Byram Twp	10 Mansfield Dr	Stanhope, NJ 07874	973-347-2500 x129
Camden County	520 Market St, 17th Fl Cthouse	Camden, NJ 08102-1375	856-225-5439
Chatham Twp	405 Southern Blvd	Chatham, NJ 07928	
Chatham, Boro of	54 Fairmont Ave	Chatham, NJ 07928	973-377-5114
Chathams, School District of	54 Fairmount Ave	Chatham, NJ 07928	973-457-2504
Chester, Boro of	50 North Road	Chester, NJ 07930	908-879-3660 x2121
Chester, Twp of	1 Parker Rd	Chester, NJ 07930	908-879-5100 x812 or x810
Clark, Twp of	430 Westfield Ave	Clark, NJ 07066	732-388-3600
Clifton, City of	900 Clifton Ave	Clifton, NJ 07013	973-470-5754
Clinton, Town of	PO Bx 5194, 43 Leigh St	Clinton, NJ 08809	908-735-2275
Closter, Borough of	295 Closter Dock Road	Closter, NJ 07624	201-784-0600 x492
Colts Neck Township Schools	70 Conover Road	Colts Neck, NJ 07722	732-946-0055
Cranford, Twp of	8 Springfield Ave	Cranford, NJ 07016	
Cumberland County	790 E Commerce St	Bridgeton, NJ 08302	856-453-2135
Delaware Valley Reg HS	19 Senator Stout Rd	Frenchtown, NJ 08825	908-996-2131 x2314

<b>Twp/Boro</b>	<b>Street Address</b>	<b>City, State, Zip</b>	<b>Phone Number</b>
Denville, Twp of	1 St Mary's Place	Denville, NJ 07834	973-625-8300 x296
Dunellen, Boro of	355 North Ave	Dunellen, NJ 08812	732-968-3033 x3
East Amwell Twp	1070 Rt 202/31	Ringoes, NJ 08551-1051	908-782-8536 x27
East Brunswick, Public Schools	760 Route 18	East Brunswick, NJ 08816	732-613-6723
East Brunswick, Twp of	4 Harts La	East Brunswick, NJ 08816	732-390-6984
East Hanover Twp School Dist	20 School Avenue	East Hanover, NJ 07936	973-887-2112
East Hanover, Twp of	411 Ridgedale Ave	East Hanover, NJ 07936	973-428-3004
Eatontown, Boro of	47 Broad St	Eatontown, NJ 07724	
Edison, Township of	100 Municipal Blvd, 2nd Floor	Edison, NJ 08817	732-248-7350
Egg Harbor, Twp of	3515 Bargaintown Road	Egg Harbor Twp, NJ 08234	609-926-4091
Elizabeth Parking Authority	233 Commerce Pl	Elizabeth, NJ 07201	908-558-2496
Elizabeth, City of	50 Winfield Scott Plaza	Elizabeth, NJ 07201	908-820-9174
Essex Fells, Boro of	255 Roseland Ave	Essex Fells, NJ 07021	973-226-3400
Essex, County of	465 Dr Martin Luther King Jr Blvd	Newark, NJ 07102	973-621-5113
Evesham Twp Bd of Ed	129 E Main St	Marlton, NJ 08053	
Evesham, Twp of	115 So Elmwood Rd	Marlton, NJ 08053	
Fair Haven, Borough of	748 River Rd	Fair Haven, NJ 07704	
Fanwood, Boro of	75 Martine Ave., No.	Fanwood, NJ 07023	
Far Hills, Borough of	6 Prospect St, PO Box 249	Far Hills, NJ 07931	908-234-0611
Flemington, Boro of	38 Park Ave	Flemington, NJ 08822	908-782-8840
Flemington-Raritan Reg Sch Dist	50 Court St	Flemington, NJ 08822	908-284-7570
Florham Park, Boro of	111 Ridgedale Ave	Florham Park, NJ 07932	973-410-5330
Frankford, Twp of	151 US Hwy 206	Augusta, NJ 07822	973-948-5566
Franklin Twp, Sewer Authority	70 Commerce Dr	Somerset, NJ 08873-3470	732-873-2121
Franklin, Twp of	475 DeMott La	Somerset, NJ 08873-2737	732873-2500 x6239
Franklin, Twp Public Library	485 Demott La	Somerset, NJ 08873	732-873-8700 x115
Franklin, Twp Public Sch	1755 Amwell Rd	Somerset, NJ 08873	
Freehold Twp	One Municipal Plaza	Freehold, NJ 07728-3099	732-294-2043
Frelinghuysen, Twp	210 Main Street	Johnsonburg, NJ 07825	908-852-4121
Galloway, Township of	300 East Jimmie Leeds Road	Galloway, NJ 08205	609-652-3700 x233
Garwood, Boro of	403 South Ave	Garwood, NJ 07027	908-789-0710
Glassboro, Boro of	1 South Main Street	Glassboro, NJ 08028	856-881-9230
Gloucester, County of	PO Box 337	Woodbury, NJ 08096	856-853-3420
Green Brook Twp Bd of Ed	132 Jefferson Ave	Green Brook, NJ 08812-2501	732-968-1171 x1210
Green Brook, Twp of	111 Greenbrook Rd	Green Brook, NJ 08812-2501	732-968-1023 x6603
Green Township	150 Kennedy Rd	Tranquility, NJ 07879	
Hackensack, Bd of Ed	192 Second Street	Hackensack, NJ 07601	201-646-0378
Hackensack, City of	65 Central Avenue	Hackensack, NJ 07601	201-646-3935
Hamilton, Twp of	2090 Greenwood Ave	Hamilton, NJ 08650	609-890-3648
Hanover, Twp of	1000 Rt 10, PO Bx 250	Whippany, NJ 07981-0250	973-428-2489
Harding Twp	PO Box 666	New Vernon, NJ 07976	973-267-2448
Hardwick Twp	40 SpringValley Rd	Hardwick, NJ 07825	908-362-8471
Harmony Twp	3003 Belvidere Rd	Phillipsburg, NJ 08865	908-213-1600 x11
Haworth, Borough of	300 Haworth Avenue	Haworth, NJ 07641	201-384-4785
High Bridge, Boro of	71 Main St	High Bridge, NJ 08829	908-638-6455 x23
Highland Park, Boro of	444 Valentine St	Highland Park, NJ 08904	732-514-1277
Hillsborough Twp Bd of Ed	379 So Branch Rd	Hillsborough, NJ 08844	908-431-6600 x2680

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Hillsborough, Twp MUA	PO Box 5909	Hillsborough, NJ 08844	908-371-9660
Hillsborough, Twp of	21 East Mountain Road	Hillsborough, NJ 08844	908-369-3950
Hillsdale Boro	380 Hillsdale Ave	Hillsdale, NJ 07642	
Holland Twp	131 Spring Mills Rd	Milford, NJ 08848	
Holmdel, Twp of	4 Crawford's Corner Rd	Holmdel, NJ 07733	732-946-2820 x1203
Hopatcong, Boro of	111 River Styx Rd	Hopatcong, NJ 07843	973-770-1200 x4
Hopewell Twp of, Mercer County	201 Washington Crossing	Titusville, NJ 08560-1410	609-537-0244
Hopewell, Boro of	4 Columbia Ave	Hopewell, NJ 08525	
Howell, Twp of	PO Box 580	Howell, NJ 07731	732-938-4500 x2131
Hudson County	567 Pavonia Ave, 1st Fl	Jersey City, NJ 07306	201-795-6280
Hudson County, Schools of Tech	8511 Tonnell Avenue	North Bergen, NJ 07047	201-662-6665
Hunterdon Central Reg High Sch	84 Route 31	Flemington, NJ 08822	908-284-7110
Hunterdon County ESC	2026 Route 31 N, Suite 7	Glen Gardner, NJ 08826	908-638-5906
Hunterdon, County of	71 Main St, Bldg 1, PO Box 2900	Flemington, NJ 08822-2900	908-788-1197
Jackson, Twp of	95 W Veterans Hwy	Jackson, NJ 08527	732-928-1200
Jefferson, Twp of	1033 Weldon Rd	Lake Hopatcong, NJ 07849	973-208-6136
Keansburg, Boro of	29 Church St	Keansburg, NJ 07734	732-787-0215 x211
Kearny, Town of	402 Kearny Ave	Kearny, NJ 07032	
Kinnelon, Boro of	130 Kinnelon Rd	Kinnelon, NJ 07405	973-838-5401 x233
Knowlton, Twp of	628 Rt 94	Columbia, NJ 07832	
Lakeland Regional High Sch	205 Coklinton Rd	Wanaque, NJ 07465	
Lebanon, Twp of	530 West Hill Rd	Glen Gardner, NJ 08826	908-638-8523
Liberty, Twp of	349 Mountain Lake Rd	Great Meadows, NJ 07838	908-637-4579
Lincoln Park, Boro of	34 Chapel Hill Rd	Lincoln Park, NJ 07035	
Linden Roselle Sewerage Auth	5005 So Wood Ave	Linden, NJ 07036	908-474-8652
Linden, City of	301 N Wood Ave	Linden, NJ 07036	908-472-8444
Little Falls, Twp of	225 Main Street	Little Falls, NJ 07424	973-256-0170
Livingston, Twp of	357 So Livingston Ave	Livingston, NJ 07039	973-488-1586
Long Beach Twp of	6805 Long Beach Blvd	Beach Haven Crest, NJ 08008	609-494-4639
Long Branch, City of	344 Broadway	Long Branch, NJ 07740	732-571-5655
Long Hill Twp	915 Valley Rd	Gillette, NJ 07933	908-647-0070
Lopatcong Twp	232 S. Third St	Phillipsburg, NJ 08865	908-859-3355 x224
Madison, Boro of	50 Kings Rd	Madison, NJ 07940	973-593-3036
Manalapan, Twp of	120 Route 522	Manalapan, NJ 07726	732-446-8342
Manalapan-Englishtown Reg Sch	54 Main St	Englishtown, NJ 07726	
Manasquan, Boro of	201 E Main St	Manasquan, NJ 08736	
Manchester, Township	1 Colonial Drive	Manchester, NJ 08759	732-657-8121
Mansfield, Twp of	3135 Route 206 South	Columbus, NJ 08022	609-298-0542 x1018
Manville, Boro of	325 No Main St	Manville, NJ 08835	908-725-9478 x103
Maplewood, Twp of	574 Valley Street	Maplewood, NJ 07040	973-762-8120 x2000
Marlboro Twp Administration	1979 Township Dr	Marlboro, NJ 07746	732-536-0200 x1204
Marlboro Twp Public Schools	1980 Township Dr	Marlboro, NJ 07746	732-972-2000
Maywood, Boro of	15 Park Ave	Maywood, NJ 07607	
Mendham, Boro of	37 Ironia Road	Mendham, NJ 07945	973-543-6535
Mendham, Twp of	PO Box 520	Brookside, NJ 07926	
Mercer County	640 So. Broad St, 3 <sup>rd</sup> Flr, Rm 321	Trenton, NJ 08650-0068	609-989-6710
Middlesex Boro of	1200 Mountain Ave	Middlesex, NJ 08846	732-356-7400 x242

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Middlesex County	75 Bayard St, 3rd Fl Admin Bldg	New Brunswick, NJ 08901	732-745-3277
Millburn, Twp of	375 Millburn Ave	Millburn, NJ 07041	973-564-7079
Millstone, Boro of	23 Amwell Rd	Millstone, NJ 08844	
Monmouth Co Voc Sch District	400 Kozloski Rd, PO Bx 5033	Freehold, NJ 07728	732-431-7942 x7944
Monmouth County	300 Halls Mill Rd	Freehold, NJ 07728	732-431-7370 x7372
Monroe, Twp of	1 Municipal Plaza	Monroe Twp, NJ 08832	732-521-4400 x158
Montgomery Twp Bd of Ed	1014 Rt 601	Skillman, NJ 08558	609-466-7635
Montgomery, Twp of	Municipal Bldg, 2261 Rt 206	Belle Mead, NJ 08502	
Moorestown, Twp of	111 West Second Street	Moorestown, NJ 08057	856-914-3015
Morris County	10 Court Street, 5th Floor	Morristown, NJ 07963	973-285-6333
Morris County Housing Authority	99 Ketch Rd	Morristown, NJ 07960	
Morris County Voc Sch District	400 East Main Street	Denville, NJ 07834	973-627-4600
Morris Hills Regional District	48 Knoll Drive	Rockaway, NJ 07866	973-664-2281
Morris Plains, Borough of	531 Speedwell Avenue	Morris Plains, NJ 07950	973-538-2224
Morris School District	31 Hazel St	Morristown, NJ 07960	973-292-2300 x2042
Morris, County College of	214 Center Grove Rd	Randolph, NJ 07869-2086	973-328-5045
Morris, Twp of	50 Woodland Ave, PO Box 7603	Convent Sta, NJ 07961-7603	973-326-7214
Morris-Union Jointure Comm	217 Mountain View Rd	Warren, NJ 07059	908-762-5600 x5014
Mount Arlington Borough	419 Howard Blvd	Mt. Arlington, NJ 07856	973-398-6832 x112
Mt Olive Twp	204 Flanders-Drakestown Rd	Budd Lake, NJ 07828	973-691-0900 x7340
Netcong, Boro of	23 Maple Avenue	Netcong, NJ 07857	973-347-0252
New Brunswick, City	400 Jersey Avenue	New Brunswick, NJ 08901	732-745-5059
New Milford, Boro of	930 River Road	New Milford, NJ 07646	201-967-5044 x5247
New Providence, Boro of	360 Elkwood Ave	New Providence, NJ 07974	908-665-1076
Newton, Town of	39 Trinity St	Newton, NJ 07860	973-383-3521 x226
No Hunterdon-Voorhees Reg HS	1445 Rte 31 So	Annandale, NJ 08801	908-735-2846 x5102
No Plainfield, Bd of Ed	33 Mountain Ave	No Plainfield, NJ 07060-5315	908-769-6051
No Plainfield, Boro of	263 Somerset St	No Plainfield, NJ 07060	908-769-2902
North Brunswick, Twp of	710 Hermann Rd	No Brunswick, NJ 08902	
Nutley, Twp of	1 Kennedy Dr	Nutley, NJ 07110	973-284-4960
Ocean City, City of	861 Asbury Ave, Room 203	Ocean City, NJ 08226	609-525-9356
Ocean Co Vo-Tech School	137 Bey Lea Rd	Toms River, NJ 08753	732-240-6414 x3311
Ocean, Twp of	399 Monmouth Rd	Oakhurst, NJ 07755	732-531-5000
Old Bridge, Twp of	1 Old Bridge Plaza	Old Bridge, NJ 08857	
Oxford Twp	11 Green St	Oxford, NJ 07863	908-453-3098
Parsippany-Troy Hills, Twp of	1001 Parsippany Blvd	Parsippany, NJ 07054	973-263-4377
Passaic County Bd of Soc Svs	80 Hamilton St	Paterson, NJ 07505	973-881-4133
Passaic County Technical Inst	45 Reinhart Rd	Wayne, NJ 07470	973-790-6000
Passaic, City of	330 Passaic St	Passaic, NJ 07055	973-365-5722
Passaic, County of	495 River St, 2nd Floor	Paterson, NJ 07505	973-247-3300
Peapack/Gladstone, Boro of	1 School St, PO Box 218	Peapack, NJ 07977-0218	908-234-2250 x100
Perth Amboy, City of	City Hall- 260 High St	Perth Amboy, NJ 08861	732-771-2508
Piscataway, Twp of	505 Sidney Rd	Piscataway, NJ 08854	732-562-2390
Plainfield, City of	515 Watchung Ave	Plainfield, NJ 07060	908-226-2568
Plainfield, City of, Bd of Ed	1200 Myrtle Ave	Plainfield, NJ 07063	
Plainsboro, Twp of	641 Plainsboro Rd	Plainsboro, NJ 08536	609-799-0909 x1406
Pohatcong, Twp of	50 Municipal Dr	Phillipsburg, NJ 08865	

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Rahway, City	1 City Hall Drive	Rahway, NJ 07065	732-827-2100
Randolph Twp Schools	25 School House Rd	Randolph, NJ 07869	973-361-0808
Randolph, Twp of	502 Millbrook Ave	Randolph, NJ 07869	973-989-7058
Raritan Vall Comm College	PO Bx 3300	Somerville, NJ 08876	908-218-8866
Raritan, Boro of	22 First St	Raritan, NJ 08869	908-231-1300 x15
Raritan, Twp of	204 Pennsylvania Ave	Flemington, NJ 08822-3446	908-782-1695
Readinton Twp	509 Route 523	Whitehouse Sta, NJ 08889	908-534-4051 x224
Ridgewood Public Schools	49 Cottage Place	Ridgewood, NJ 07451	201-670-2700 x10561
Rockaway Twp	540 Green Pond Rd	Rockaway, NJ 07866	973-983-2868
Rocky Hill, Boro of	PO Box 188	Rocky Hill, NJ 08553	
Roselle Bd of Ed	710 Locust St	Roselle, NJ 07203	
Roselle Park, Boro of	110 E Westfield Ave	Roselle Park, NJ 07204-2083	908-245-6224
Roselle, Boro of	210 Chestnut St	Roselle, NJ 07203	908-259-3028
Sayreville, Boro of	167 Main St	Sayreville, NJ 08872	732-390-7008
Scotch Plains, Township	430 Park Avenue	Scotch Plains, NJ 07076	908-322-6700
Sea Girt, Boro	612 Philadelphia Blvd	Sea Girt, NJ 08750	
Seaside Park, Boro of	1701 North Ocean Ave	Seaside Park, NJ 08752	732-793-3700 x 106
Secaucus, Town of	Municipal Government Ctr	Secaucus, NJ 07094	
So Amboy, City of	140 No Broadway	So Amboy, NJ 08879	732-525-5938
So Bound Brook, Boro of	12 Main St-Municipal Bldg	So Bound Brook, NJ 08880	732-356-0258 x13
Social Services, Board of	PO Bx 936, 73 E High St	Somerville, NJ 08876	908-231-5124
Somerset Cty Ed Srv Commiss	PO Bx 68, 12 E. Somerset St	Raritan, NJ 08869	908-707-1640 x3007
Somerset Cty Improve Authority	PO Box 3000	Somerville, NJ 08876	
Somerset Cty Park Commission	PO Box 5327	No Branch, NJ 08876	908-722-1200 x252
Somerset Cty Voca Bd of Ed	Voca Sch, N Bridge & Vogt Dr	Bridgewater, NJ 08807	908-526-8900 x7274
Somerset Hills Bd of Ed	25 Olcott Ave	Bernardsville, NJ 07924	908-204-1930 x1117
Somerset Raritan Valley Sewer	Polhemus La., PO Bx 6400	Bridgewater, NJ 08807-0400	732-469-0593 x206
Somerville, Bd of Ed	51 W Cliff St	Somerville, NJ 08876	908-218-4102
Somerville, Boro of	25 West End Ave	Somerville, NJ 08876-1800	
South Brunswick Bd of Ed	PO Box 181	Monmouth Junct, NJ 08852	732-297-7800 x3149
South Brunswick, Twp of	540 Ridge Rd	Monmouth Junction, NJ 08852	732-329-4000 x7304
South Orange Village, Twp	101 So Orange Ave	So Orange, NJ 07079	973-378-7715 x7729
South Plainfield, Boro of	405 Spicer Ave	So Plainfield, NJ 07080	
South River, Boro	48 Washington Street	South River, NJ 08882-1247	732-257-1999
Sparta, Twp of	65 Main St	Sparta, NJ 07871	973-729-4103
Spotswood, Boro of	77 Summerhill Rd	Spotswood, NJ 08884	732-406-7247
Stafford Twp	260 E Bay Ave	Manahawkin, NJ 08050	609-597-1000 x8521
Summit, City of	City Hall, 512 Springfield Ave	Summit, NJ 07901	908-277-9422
Teterboro, Boro of	510 Rt 46 West	Teterboro, NJ 07608	201-288-1200
Tewksbury Twp, Board of Education	173 Old Turnpike Road	Califon, NJ 07830	908-439-2010 x4232
Tewksbury, Twp of	169 Old Turnpike Rd	Califon, NJ 07830	908-439-0022 x726
Tinton Falls, Boro of	556 Tinton Ave	Tinton, NJ 07724	732-542-3400 x252
Toms River MUA	340 W Water St	Toms River, NJ 08753	732-240-3500 x121
Toms River, Twp of	33 Washington St	Toms River, NJ 08753	732-341-1000 x8219
Trenton, City of	319 East State Street, 1st Floor	Trenton, NJ 08608	609-989-3138
Union County College	1033 Springfield Ave	Cranford, NJ 07016	908-709-7010
Union Twp Board of Education	2369 Morris Ave	Union, NJ 07083	

<b>Twp/Boro</b>	<b>Street Address</b>	<b>City, State, Zip</b>	<b>Phone Number</b>
Union Twp, Hunterdon County	140 Perryville Rd	Hampton, NJ 08827	
Union, County of	10 Elizabethtown Plaza	Elizabeth, NJ 07207	908-527-4777
Union, Twp of	1976 Morris Ave	Union, NJ 07083	908-851-8501
Vernon Twp	21 Church St, PO Bx 340	Vernon, NJ 07462	973-764-3021
Verona, Twp of	10 Commerce Ct	Verona, NJ 07044	973-857-4804
Wall, Township of	2700 Allaire Road, PO Box 1168	Wall, NJ 07719-1168	732-820-4858
Warren County	165 County Rt 519 South	Belvidere, NJ 07823-1949	908-475-6573
Warren County MUA	199 Foul Rift Rd, PO Bx 159	Belvidere, NJ 07823	
Warren County Pollution Contr	500 Mt Pisgah Ave, PO Bx 587	Oxford, NJ 07863-0587	
Warren, Twp of	46 Mountain Blvd	Warren, NJ 07059-0695	908-753-8000 x233
Warren, Twp Schools	213 Mt Horeb Rd	Warren, NJ 07059	908-753-5300
Warren, Twp Sewerage Author	46 Mountain Blvd	Warren, NJ 07059	
Washington Twp	43 Schooley's Mtn Rd	Long Valley, NJ 07853	908-876-3382
Washington Twp MUA	46 E Mill Rd	Long Valley, NJ 07853	908-876-3145
Washington Twp, Bergen Co	350 Hudson Avenue	Washington Twp, NJ 07676	201-684-4404
Washington, Boro of	100 Belvidere Ave	Washington, NJ 07882-1426	
Washington, Twp of	211 State Route 31 North	Washington, NJ 07882	908-689-7204
Watchung Bd of Ed	One Dr. Parenty Way	Watchung, NJ 07069	
Watchung Hills Reg High Sch	108 Stirling Rd	Warren, NJ 07059	908-647-4800 x4850
Watchung, Boro of	Municipal Bldg, 15 Mountain Blvd	Watchung, NJ 07069	
Wayne Twp		Wayne, NJ 07470	973-694-1800 x3202
Wayne Twp Schools	50 Nellis Dr	Wayne, NJ 07470	973-633-3053
West Amwell Twp	150 Rocktown-Lambertville Rd	Lambertville, NJ 08530	609-397-2054
West Morris Reg High Sch Dist	10 South Four Bridges Rd	Chester, NJ 077930	908-879-6404 x1001
West Windsor Township	70 Southfield Road	West Windsor, NJ 08550	609-799-8370
West Windsor-Plainsboro BOE	505 Village Road W	W Windsor, NJ 08550	609-716-5000 x5013
Westfield Bd of Ed	303 Elm St	Westfield, NJ 07090	
Westfield, Town of	425 E Broad St	Westfield, NJ 07090	
Wharton, Borough of	10 Robert Street	Wharton, NJ 07885	
Wildwood Crest, Boro of	6101 Pacific Avenue	Wildwood Crest, NJ 08260	609-522-5176
Willingboro, Twp of	One Salem Rd	Willingboro, NJ 08046	609-877-2200 x1052
Woodbridge, Twp of	One Main Street	Woodbridge, NJ 07095	732-602-6001
Woodland Park, Boro of	5 Brophy La	Woodland Park, NJ 07424	973-345-8100 x201
Wyckoff, Twp	Memorial Town Hall	Wyckoff, NJ 07481	201-891-7000



# 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. **Faxed or emailed bids will NOT be accepted.**
  - (4) We are storing all responses electronically, therefore submit all pages of the response on a CD or USB flash drive in addition to the printed copies. Bidders name to be identified on either the CD or USB flash drive being submitted.
- 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 perspective bidder as required by law.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follow:
- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. 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.
- H. Official Request for Bid packages are available from Somerset County's website at [www.co.somerset.nj.us](http://www.co.somerset.nj.us) at no cost to the prospective bidders. All addenda are posted on the County site and issued in accordance with N.J.S.A. 40A:11-23(c)(1). 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. Somerset County is not responsible for third party supplied specifications.

- I. 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.
- J. Results of all bids are posted on the County website.

**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 bidder fails to enter into 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 to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, 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.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring contract null and void pursuant to N.J.S.A. 40A:11-22.

D.  **LABOR AND MATERIAL (PAYMENT) BOND**

The successful bidder shall with the delivery for the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E.  **MAINTENANCE BOND**

Upon acceptance of the work by the County, the contractor shall submit a maintenance bond (N.J.S.A. 40A:1-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

- 1 Year**  
 **2 Years**

**3. PREPARATION OF BIDS (PRICING INFORMATION 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 for New Jersey State Sales and Use Tax that are included in any invoices. 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 of Somerset is rated by:  
Standard & Poor's Rating Group: AAA  
Moody's Investors Services: Aaa  
Dun and Bradstreet

B. Bids shall be ***signed in ink*** (Original Signature Required) by the bidder, all quotations shall be made with a typewriter/computer 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 N.J.A.C. 5:30-11.2 and 11.10. ***NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.***

E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's 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 CHECKLIST PAGE.***

H. Results of all bids are posted on the County website [www.co.somerset.nj.us](http://www.co.somerset.nj.us)

**4. FIRM FIXED CONTRACT**

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

## 5. 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, referencing the Contract Name and Contract Number in the subject line, at [PurchasingDiv@co.somerset.nj.us](mailto:PurchasingDiv@co.somerset.nj.us). In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The County's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications.

- E. Discrepancies in Bids
  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 price 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.

## 6. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. 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.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any exceptions 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 goods and services offered. The County reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.
- D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.

- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. 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.
- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

**7. METHOD OF CONTRACT AWARD**

- 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 may also elect to award the contract on the basis of unit prices.
- D. The County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. 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.
- F. 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.
- G. The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County; material exceptions shall not be approved.
- H. 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.

**8. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;

E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the County may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

9.  **NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.** 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 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 [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html).
10.  **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT—N.J.S.A. 34:11-56.48 et seq.** 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 and Workforce Development with a full and accurately completed application form. The form is available online at [http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw\\_cont\\_reg.html](http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

**11. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15**

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

**12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1**

There shall be no discrimination against any employee engaged in the work required to produce the goods and services 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.

**13. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency 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
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

2. Construction Contracts

All successful contractors shall complete and submit 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) upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

**14. AMERICANS WITH DISABILITIES ACT OF 1990 – 42 U.S.C. S121 01 et seq.**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

**15. WORKER AND COMMUNITY RIGHT TO KNOW ACT – N.J.S.A. 34:5A-1 et seq.**

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. 34:5A-1 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 the 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.

**16. STATEMENT OF CORPORATE OWNERSHIP – N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

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 for the corporation, partnership, limited partnership, 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.

**17. 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 occurred 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. 12:35-1.6. 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**

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**

The Contractor agrees to indemnify and save harmless the County, its officers, agents and employees, 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:

- a) negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

Somerset County will not accept Mutual Limitation of Liability terms.

## **18. 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.

## **19. TERMINATION**

A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to

the contractor of any sum or sums set forth in the contract. Somerset County will pay for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.
- C. The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County under this provision.
- D. In case of default by the contractor, the County may procure the goods and services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the 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 the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any changes shall be approved by the County.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.
- H. The County may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the County is conditioned upon the availability of Somerset County 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 bidder awarded the contract (contractor) hereunder, whether in whole or in part, the County at the end of any particular fiscal year may terminate such services. The County 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 County to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by Somerset County by notice to the parties.

**20. 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 owners(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

**21. 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.

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

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

**24. 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.

**25. 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 2010.

**26. TRUTH IN CONTRACTING LAW**

- N.J.S.A. 2C:21-34, et seq. governs false claims and representation. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

**27. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44**

Each bidder (contractor) is required to submit proof of business registration prior to award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC).

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 obtain and provide the owner the BRC of subcontractors knowingly used on this contract.
2. The contractor shall maintain and submit to the contracting agency a list of subcontractor's and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods and services rendered under the contract.
3. 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 taxable sales of tangible personal property delivered into the State.

Failure to submit the BRC with the bid is NOT a cause for rejection. However, the County prefers the BRC be submitted with the bid response. If it is not provided prior to execution of a contract the bidder's bid guarantee shall be forfeited and the contract shall be awarded to the next lowest responsible bidder.

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 \$25.00 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.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at [www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml) or by phone at (609) 292-2929.

**28. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT**

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**29. 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.

**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. Health Insurance Portability and Accountability Act of 1996-HIPAA (If Applicable)**

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA 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.** The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

**34.** The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

**35. 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

### **SPECIFICATION FOR ORIGINAL EQUIPMENT MANUFACTURED PARTS AND REPAIRS**

**1.0 GENERAL DESCRIPTION:**

It is the intent of this bid specification to establish the terms to provide Somerset County and its Co-op members, hereafter referred to as owners with a 12 month contract for Original Equipment Manufactured parts and repairs with an option for a second year. This contract shall have a primary and secondary vendor for each line item. Original Equipment Manufactured will hereafter be referred to as OEM. Somerset County maintains its own vehicles and equipment at a County facility; therefore, for County purposes the private contractor shall be utilized on an as needed basis. No guarantees are made and or implied for the total value of the contract for County only purposes. Awards will be made by line items. The vendor may bid on one or all line items that meet the vehicle specification.

**2.0 EQUIPMENT REPAIR REQUIREMENTS:**

- 2.1 No service or repairs will be performed without prior approval from Somerset County or the owners.
- 2.2 No bill will be rendered for any repairs or service that has not been performed.
- 2.3 All repairs and service will be completed within 24 – 48 hours upon delivery of the equipment. Any extension of this time must have prior approval from Somerset County or the owners. Every effort must be made to meet appointment schedules and promised completion times.
- 2.4 All servicing technicians will be factory certified or trained and certified in the work to be performed. Proof of factory certification or training will be included with this bid specification. No service or repair will be attempted in which personnel are not fully qualified or trained. Contractor to have the equipment, tools and OEM replacement parts to perform repairs as described in this proposal.
- 2.5 A written estimate will be provided before any repairs or service can take place.
- 2.6 Vendor must be able to perform OEM factory warranty repairs
- 2.7 Vendor must be able to perform OEM factory recalls.
- 2.8 All equipment and vehicles must be protected while in the possession of the vendor.
- 2.9 Unless otherwise instructed by Somerset County or the owners, all parts that are removed in the repair of the vehicle must be returned with the vehicle or equipment.
- 2.10 Once repair are completed, the vehicles will be subjected to inspection by Somerset County or the owner's. If the repair services are not properly performed, the vehicle will be returned to the winning contractor for corrective repairs. All corrective repairs will be performed at no additional charge to Somerset County or the owners.
- 2.11 Any additional repair service and /or parts that the contractor deems necessary, beyond the original estimate, must first be approved by Somerset County or its owners.
- 2.12 All warranty claims will be completed within 24 – 48 hours at no additional cost to the Somerset County or the owners.
- 2.13 All sub- contractors, if used, must be listed and included with this bid package.

**2.14** Compliance with all Federal, State or local D.E.P. standards or regulations will be the responsibility of each contractor. No additional charges will be accepted for the proper disposal of any used fluids such as motor oil or antifreeze.

**3.0 REPLACEMENT PARTS:**

- 3.1** Pricing for OEM replacement parts will be based on a percentage discount from the current list price.
- 3.2** The percentage discount will be taken from the OEM parts price list catalog, CD, DVD, or Web-Site on the vehicles and equipment bid.
- 3.3** The OEM parts price list, reference number shall be included with this bid specification when applicable.
- 3.4** Rebuilt or remanufactured parts may be used, subject to prior approval by Somerset County or its owners.
- 3.5** Parts that are shipped are FOB Somerset County vehicle maintenance.

**4.0 MAINTENANCE FACILITY / GARAGE:**

- 4.1** The winning contractor must have access to a minimum Two (2) bay area in a garage facility and / or servicing areas. The garage area may be subject to inspection by Somerset County or the owners.
- 4.2** If the vendor has more than one location, all locations must be listed and included with the bid package.
- 4.3** The maintenance facility must have all of the equipment and tools to provide repairs and parts for the vehicles listed in this bid specification. The vehicles shall include the following but not limited to.
  - A. CARS
  - B. TRUCKS Up to 14,500 GVW
  - C. VANS Up to 14,500 GVW
  - D. BUSES Up to 14,500 GVW
  - E. HYBRID VEHICLES

**5.0 LABOR RATE:**

- 5.1** All labor covered in this contract will be billed as a Flat Rate.
- 5.2** Labor rate will be billed from the current issue of the OEM vendor's flat rate manual.
- 5.3** Any labor rate not covered by the OEM flat rate manual will be billed as shop hours.
- 5.4** Example of flat rate.
  - A.** Ford flat rate time as per the most current Ford flat rate manual.
  - B.** Dodge flat rate time as per the most current Dodge flat rate manual.
  - C.** Toyota flat rate time as per the most current Toyota flat rate manual.

**6.0 WARRANTY:**

- 6.1** All original equipment replacement parts supplied from this contract will carry the standard manufacturer's warranty.

**6.2** All labor performed from this contract will carry a six month warranty.

**7.0 TYPE OF REPAIRS:**

**7.1** The repairs will include the following but not limited to.

**7.2** The repairs will include Gas, Diesel, and Hybrid vehicles.

- A. TUNE UP
- B. SERVICE/LUBE/OIL/FILTER
- C. TIRE MAINTENANCE
- D. BRAKE SERVICE
- E. ENGINE REPAIR / MINOR
- F. ENGINE REPAIR / MAJOR
- G. FUEL SYSTEMS
- H. COOLING AND HEATING SYSTEMS
- J. AUTOMATIC TRANSMISSION REPAIRS
- K. MANUAL TRANSMISSION REPAIRS
- L. TRANS-AXLE REPAIRS
- M. ELECTRICAL SYSTEMS
- N. STEERING AND SUSPENSION
- O. EXHAUST SYSTEMS
- P. DRIVE COMPONENTS / REAR WHEEL DRIVE
- Q. DRIVE COMPONENTS / FRONT WHEEL DRIVE
- R. AIR CONDITIONING SYSTEMS (OEM)





**COUNTY OF SOMERSET  
BID DOCUMENT CHECKLIST**

<b>Required With Bid</b>		<b>Read, Signed &amp; Submitted Bidder's Initial</b>
<b>A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> 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)	_____
<input type="checkbox"/>	(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"/>	Labor and Material (Payment) Bond	_____
<input type="checkbox"/>	Maintenance Bond	_____
<b>B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</b>		
<input checked="" type="checkbox"/>	Business Registration Certificate – Bidder – Prefer with Bid Response. Required by Law prior to award of contract	_____
<input type="checkbox"/>	Business Registration Certificate – Designated Subcontractor(s) – Prefer with Bid Response. Required by Law prior to award of contract	_____
<input type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid)	_____
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran- submit with bid response	_____
<input checked="" type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
<b>C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID <u>MAY</u> BE CAUSE FOR REJECTION</b>		
<input type="checkbox"/>	Three (3) references for similar projects	_____
<input type="checkbox"/>	Authorization for Background Check	_____
<input type="checkbox"/>	Catalog/Price List	_____
<input type="checkbox"/>	Product Samples	_____
<input type="checkbox"/>	Certification of Available Equipment	_____
<input checked="" type="checkbox"/>	Other: CD or USB flash drive with PDF of Bid Response along w/Printed Copies (ref page 1)	_____
	CD and/or USB flash drive must be labeled with the bidder's name	_____
<input type="checkbox"/>	Other:	_____
<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:

**Vehicle Parts and Repairs – Original Equipment Manufactured (OEM)  
 Open-Ended Contract # CC-0012-18**

Bidders shall submit a *CD with PDF of Bid Response* along with printed copies and an Excel Spreadsheet of the completed “Spreadsheet”. Use same columns and format as shown on the table. Failure to provide this may be cause for rejection. *Do not PDF excel spreadsheet or change format.* Excel must be Windows XP compatible. The bidder must also include in the bid response a printed copy of the completed spreadsheet.

		Ford Parts and Repairs		Chevrolet Parts and Repairs		Buick Parts and Repairs		Pontiac Parts and Repairs		Dodge Parts and Repairs		Jeep Parts and Repairs		Toyota Parts and Repairs		GMC Parts and Repairs	
		Price Per Hour	% Off List Price	Price Per Hour	% Off List Price	Price Per Hour	% Off List Price	Price Per Hour	% Off List Price	Price Per Hour	% Off List Price	Price Per Hour	% Off List Price	Price Per Hour	% Off List Price	Price Per Hour	% Off List Price
A	Cars Labor Rate																
B	Trucks up to 14,500 GVW Gas Engine-Labor Rate																
C	Trucks up to 14,500 GVW Diesel Engine-Labor Rate																
D	Vans up to 14,500 GVW Gas Engine-Labor Rate																
E	Vans up to 14,500 GVW Diesel Engine-Labor Rate																
F	Buses up to 14,500 GVW Gas Engine-Labor Rate																
G	Buses up to 14,500 GVW Diesel Engine-Labor Rate																
H	Hybrid Labor Rate																
K	Diagnostic Time-No Repairs																
I	Percentage of discount for OEM parts when used in the repair of vehicles																
J	Percentage of discount for OEM parts when picked up / No Repairs (Over the																

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**  
**OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM**

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

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

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____      |  |

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there **are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below**. If one or more such stockholders 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% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

**The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.**

**BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:**

I certify that the **list below** contains the names and 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.

Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

\_\_\_\_\_

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

\_\_\_\_\_

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

*(Note: Attach additional pages if necessary)*

\_\_\_\_\_  
(Respondent/Respondent Authorized Signature)

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

\_\_\_\_\_  
(Print name of authorized signatory)

\_\_\_\_\_  
(Title)

**COUNTY OF SOMERSET  
NON-COLLUSION AFFIDAVIT**

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 established commercial or selling agencies maintained by \_\_\_\_\_.  
(Name of Contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

Before me this \_\_\_\_\_ day

Of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

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

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

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

**EXHIBIT 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 photo static copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the 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 photo static copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the 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

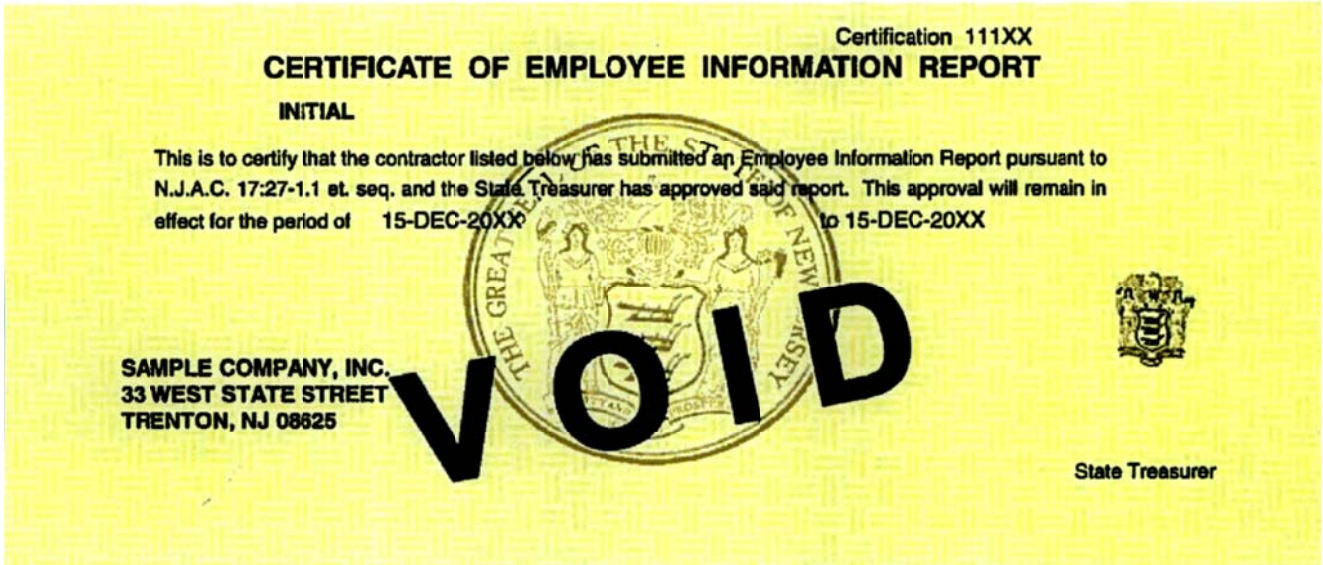
Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [ww.state.nj.us/treasury/contract\\_compliance](http://ww.state.nj.us/treasury/contract_compliance)).

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



**SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT**



**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**

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

PREFER SUBMITTED WITH BID RESPONSE  
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

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)

*John S. Tully*  
Acting Director

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

**COUNTY OF SOMERSET**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**BID/RFP/Solicitation Number:** \_\_\_\_\_

**Bidder/Offeror:** \_\_\_\_\_

**Part 1: Certification**

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**

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

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below, sign and complete the Certification below.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

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**