

# 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*



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## NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the County of Somerset on **January 15, 2019** at **2:00pm** 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:

**Up-Fit of 2018 Ford Transit and Retro-Fit of 2006 Freightliner LDV  
for Somerset County Public Safety  
Contract: CC-9037-19**

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, and 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

# 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 of 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 uncopyrighted 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**

Pursuant to N.J.S.A. 52:32-44, Somerset County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

**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

### **Item 1: Up-Fit for 2018 Ford Transit Van, T350 Extended with High Roof**

#### **1.0 CHASSIS AND BASE VEHICLE**

##### **1.1 2018 Ford Transit Van, T350, Extended with a High Roof shall be supplied by the County of Somerset with the below options:**

Gas engine with automatic transmission  
Fixed side and rear door glass  
Trailer tow package  
Front air conditioning  
HD alternator and dual batteries

#### **2.0 ENGINE AND CHASSIS ELECTRICAL**

**2.1 EMERGENCY VEHICLE ELECTRICAL SYSTEM:** Factory alternator shall be left in place to retain the full factory warranty. Emergency lighting, equipment and accessories shall be wired to a master power circuit breaker with manual disconnect and a high-power electrical contact operating with the ignition switch. These components shall be mounted to an aluminum panel under the hood in a location that does not interfere with any factory equipment or service. Custom engraved placards shall identify the master disconnect on the forward edge of the aluminum platform.

**2.2 BATTERY SYSTEM:** The existing OEM batteries shall remain dedicated to the OEM system. A new system including two absorbent glass mat (AGM) group 31 batteries will be added and installed in the rear of the van easily accessible and dedicated to the aftermarket equipment and inverter. All batteries will charge when the engine is running and automatically transfer to shore power when connected.

**2.3 IGNITION OVER-RIDE:** Application specific ignition over-ride system with an illuminated switch with engraved panel mounted on the dash which allows the keys to be removed with the vehicle left running. This circuit shall not interfere with any operational function of the vehicle i.e.: heat & air conditioning, emergency lighting, etc. Stepping on the brake before the ignition key is placed back in the switch and turned on shall disconnect the system and the engine shall turn off.

**2.4 POWER POINTS:** Outlets shall be 12-volt, 20-amp combination cigarette style and USB outlets and shall be located as mentioned in 7.4 and 7.5 in each section of the interior layout and shall be included in the mandatory conceptual drawings.

**2.5 BACK UP ALARM:** Furnish and install one back up alarm which shall automatically adjust louder than the ambient sound around the vehicle shall be installed and wired to the reverse circuit of the vehicle. This alarm shall activate each time the vehicle is placed in reverse. A momentary silence switch shall be installed within reach of the driver.

#### **3.0 120 VOLT AC POWER**

**3.1 WIRING:** All electrical wiring shall conform to the National Electrical Code and all wire shall be stranded wire of boat cable grade to withstand the rigors of vehicle installed systems. ***The use of solid wire such as Romex shall be unacceptable.*** All 120/240 VAC wire shall be routed in non-metallic conduit and shall be supported every 16". All wiring shall be routed to be protected against chafing, all metal holes shall include a snap ring grommet and all wiring shall be covered in split loom.

Wire bundles shall be tied with trimmed nylon ties every 8", cable runs shall be full length, with no splices and all wiring is to be protected from chafing and abrasion with plastic grommets and convoluted tubing as needed. Branch circuits shall be protected from over current by circuit breakers appropriately rated for the load with circuit breaker functions identified by labels.

Extreme care shall be exercised to provide for easy serviceability of the system in future years. Vendor supplied and installed surge protection for all electronic equipment specified shall be mounted at workstation and other locations of electronic equipment as part of the design.

### **3.2 SHORE LINE**

**Shore power connection:** Furnish and install a shore line power connection mounted on the driver's side rear of the exterior. One 20 amp auto eject unit shall provide power to all onboard electrical and equipment, color red. Included shall be a 50' shore power cord, one rated with appropriate connectors for the shore line.

**Shoreline warning lights, interior:** LED steady burn warning light for each shoreline shall be mounted in view of the driver and on the rear control panel with label activated when power is applied to the shore line.

**Shoreline warning lights, exterior:** Weatherproof LED steady burn warning light shall be mounted above each shore power inlet with label activated when power is applied to the shore line.

**3.3 BATTERY CHARGER:** Furnish and install multi battery charger and battery monitor to be mounted in the electrical area and properly vented against overheating. This unit shall be wired into the 20-amp shore line to maintain the main and auxiliary battery system and easily accessible for repair or replacement. A digital charge indicator shall be mounted on the rear control panel.

**3.4 INVERTER SYSTEM:** Furnish and install one continuous 2,500-watt ruggedized Outback inverter located in the van and wired to the auxiliary battery system with the controls located on the rear control panel. The inverter and battery system are powered by an auxiliary high-power alternator producing 280 amps of power dedicated to the system when the vehicle is running. When attached to shore power, the system will run off the shore line not requiring the engine to be running. Inverter must include true sine wave output and corrosion resistant internal components.

**Transfer switch:** Automatically activated electrical transfer switch shall be mounted in a protected area and wired into the 20-amp shoreline and inverter system. This circuit shall transfer power from the inverter to the shore line when power is applied to the shore line. All outlets shall transfer with this system.

**3.5 INTERIOR OUTLETS:** All interior outlets shall be 120-volt, 15-amp duplex GFI combination outlets and include USB charging ports of the latest technology. These outlets shall be located as mentioned in each section of the interior layout (7.4 and 7.5) and be included in the mandatory conceptual drawings.

**3.6 EXTERIOR OUTLETS:** Furnish and install two 20-amp exterior duplex outlets, one each side behind the rear wheels and include high quality, hinge up weatherproof covers, color black.



## 4.0 EXTERIOR

- 4.1 AWNING:** Furnish and install an armless roll out, electrically operated awning mounted to the curb side of the roof below the roof line with custom brackets. Awning shall include a black anodized aluminum case and a neutral gray colored material. The awning shall include a wind sensor which will automatically retract the awning in high winds and will operate and be secure without the use of legs extended to the lower body or the ground. Switch location to be determined at the preconstruction meeting.
- 4.2 RUNNING BOARDS:** Furnish and install black running boards, one mounted on each side of the van from the front wheel well to the rear wheel well. Also furnish and install rear mud flaps to avoid road spray on the sides behind the rear wheels. Running boards shall not interfere with any emergency lights being mounted on the vehicle.
- 4.3 REAR STEP:** Furnish and install removable non-slip step which slides and secures into the factory trailer hitch for easy access. This step shall be stored inside the van in a drawer, compartment or holder.
- 4.4 CABLE PASS THRU:** Install two exterior cable access pass-through, one located street side at the work station above the counter position adjacent to the electronics rack, and one at the curbside rear charger cabinet. Pass through shall be chrome with a weatherproof screw on cover when not in use.
- 4.5 ANTENNA RAIL:** See 10.8 for details.
- 4.6 EXHAUST:** Furnish and install a custom fabricated extension which shall be welded to the existing tail pipe and shall be extended to exit on the driver's side of the vehicle. The extension shall be appropriately supported with additional hangers as needed.
- 4.7 GROUND LIGHTING:** The County shall supply the following: two Whelen (2) TCRHT2 2 lamp Duo Tracer light units with one each to be mounted under the front driver and passenger doors, one (1) Whelen TCRHT3 3 lamp Trio Tracer to be mounted under passenger side sliding door. These shall be wired to activate the white lights in all lamps referenced in this section above through a three position switch on the front overhead console control panel (Section 6.2). The switch shall enable the lights to be off, on, or function as courtesy lights when the respective door is opened. Furnish and install in the rear of the van two under body water and weatherproof LED lights wired to activate when the rear doors are opened for illuminated entry. They shall be wired to activate through a three position switch mounted inside locally by the rear doors. The switch shall enable the lights to be off, on, or function as courtesy lights when the rear doors are opened.

## 5.0 EMERGENCY LIGHTS AND WARNING SYSTEMS

### 5.1 LIGHTING: Whelen lights and components

All emergency switching, lighting colors, and patterns as well as the emergency lighting switch panel drawing and labels shall be determined and approved by Somerset County after contract award at the preconstruction meeting.

#### **To Be Supplied by Somerset County:**

**Windshield:** InnerEdge, modified and mounted behind windshield, color shall be red/blue with white takedown option.

**Scene lights:** Six ION-T LED lights mounted two on each side and two on the rear wired to the controller and the rear lights also wired to reverse.

**Rear body:** Four ION-T Duo LED red/blue lights, location TBD

**Headlights:** Four dual color Vertex inserts, two per headlight assembly

**Tail lights:** Six single color Vertex inserts, three per tail light assembly

**Grille:** Two ION Duo LED lights mounted behind the grille.

**Front fenders:** Two Micron Duo LED lights, one in front of each door mirror.

**Body sides high:** Four ION-T Duo LED lights, two each side mounted high.

**Body sides low:** One two lamp trio and a five-lamp duo Tracer on the street side and One two lamp Duo, a three lamp Trio and a two lamp Trio Tracer on the curb side.

- 5.2 WARNING CONTROLER:** Somerset County supplied Cencom Sapphire siren and light controller shall be mounted in the cab overhead console. Somerset County supplied SSA-315 siren speaker shall be installed behind the grille. Driver radio shall be wired to siren speaker through the siren control unit for external broadcasting ability.

## **6.0 CAB INTERIOR**

- 6.1 WINDOW COVER SYSTEM:** Furnish and install custom black out curtain on an aluminum slide track which will store behind the driver seat with a tie back. This curtain shall slide across the windshield and securing o the rear of the passenger door window. The curtain shall be fabricated from black, light-tight material when closed will obstruct any vision from the exterior of the van into the interior with a tight fit.
- 6.2 OVERHEAD CONSOLE:** Furnish and install custom console mounted above the driver and passenger leaving the required headroom for emergency light cab mounted radio head and other equipment required to be in reach of the driver and passenger. All switching shall be labeled and illuminated.
- 6.3 PASSENGER SEAT:** The OEM passenger seat shall be modified and meet all FMVSS certifications to swivel facing the rear of the van. Attached to the seat on custom brackets shall be a universal computer mount to hold a Somerset County furnished laptop and travel with the seat. Access to connections for 120 and 12-volt power, USB charging, and data connections shall be included.

## **7.0 REAR CABIN INTERIOR**

- 7.1 INTERIOR FINISH:** Interior finish must be done using the following process to assure adequate insulation, sound proofing and support for components and interior cabinets and options. Insulate walls and ceiling with minimum 1" foam board insulation secured so no shifting or movement is possible. The balance of the interior and doors are insulated with Kraft back fiberglass insulation. Provide wall support vertical supports fabricated from 1" x 2" x .125" aluminum box channels with welded supports on the top and bottom and located in the upper openings. These supports are a maximum of 24" centers and attached to the vehicle with stainless steel screws and a high bond compound. Walls are to be fabricated from ½" high grade plywood and secured to the van walls and supports using screws and high bond compound and covered with marine carpet with no seams or edges exposed. Steel supports shall be welded to ceiling cross bars if mounting of heavy equipment or deployment rails are included in the scope of work. The ceiling shall be covered with 3/8" high grade plywood and covered with marine carpet with no seams or edges exposed. The floor includes an Advantek or equivalent tongue and groove subfloor fitting over the entire metal floor from the front seats to the rear doors and consist of no more than 4 pieces. The subfloor is attached to the van with high bond adhesive eliminating the use of screws which would penetrate the floor in multiple locations and create potential leaks or rust issues under the van. The subfloor shall be covered with LonSeal LonCoin Flecks II Onyx or equivalent one-piece flooring with all edges trimmed in aluminum and meeting the walls snug without requiring base trim. Any cabinet door surfaces that are not roll up or aluminum shall be fabricated with magnetic dry erase material.

- 7.2 EXISTING WINDOWS:** The existing windows in the side and rear doors shall be blacked out using a sign vinyl material and covered with a custom fit panel covered with dry erase material.
- 7.3 FLOOR ANCHORS:** Furnish and install four floor mounted flush anchors at the sliding door to anchor equipment up to 300 pounds securely and not interfere with the operations in the interior of the van and work station seating from rolling.
- 7.4 STREETSIDE INTERIOR LAYOUT:**

**Equipment rack:** Furnish and install behind the driver a cabinet including a 19" rack with a clear door and a minimum of 35 rack unit (RU) usable space with removable panels on both sides to access wiring. Cable pass through shall be provided in all of the side access panels that shall allow the replacement of the panels with cables connected. The rack shall have access to the full vehicle wire chase system allowing the routing of wiring and cables to all locations within the van and the roof mounted antenna rails. Included in the rack cabinet shall be a ventilation system that pulls interior ambient air from the bottom of the rack and exhaust through an ambulance style Perco or equivalent vent out of the top street side of the van powered by the 12-volt DC system.

The space above the rack and behind the driver shall be utilized for the rear control panel and access to onboard wiring connections. Included on the rear control panel shall be marine grade Blue Sea or equivalent custom control panel consisting of marine grade circuit breakers and switches with legends for 12-volt and 125-volt equipment, shore power/inverter manual transfer switch and digital voltage and amps displays to monitor onboard power. Two 120-volt, 20 amp and a 10-circuit power block for 12 volt connections including circuit breaker protection and hot, ignition and ground lugs shall be included at the bottom of the rack accessible from the side openings.

**Work station:** Furnish and install to the left of the equipment rack a work station with laminated counter with PVC bumper strip on the forward edge for one operator including a chair and tie downs as mentioned in the curb side work stations. The wall shall be covered with magnetic dry erase material and include a wire chase at the top and under the counter. An aluminum dual channel system across the rear of the counter against the wall will include a 12-volt USB and cigarette lighter outlet, 120-volt duplex outlet with integrated USB and a network outlet wired to the street side equipment rack. Below the counter shall be a multi drawer cabinet with a pull-out tray for a printer/fax/copier unit with power connection. The pass-through noted in the exterior section shall be at the forward portion above the counter to access cables from the exterior of the van.

**Equipment and storage:** Furnish and install from the work station to the rear of the van a custom storage system (see below) with an upper and lower section for specific equipment and components.

The lower section will cover the wheel well and include a pull-out tray behind a latching drop down door or removable panel at floor level for the battery charger, inverter, batteries and other equipment allowing open access for service, troubleshooting, repairs and modifications. Above the electrical pull out area shall be a drawer fabricated from .125" aluminum and powder-coated black. The drawer shall include a latching, locking face and a rubber mat at the bottom. This drawer must have a minimum interior clearance of 10" height and 70" width to store a Will-Burt 6-25 Hurry-Up Mast (Model 903614) or equivalent (must meet exact specifications to be considered due to limited compartment space) and other equipment.

The upper area shall be three sections. Section #1 will be a locker style cabinet using the available height from the lower section and include rollup aluminum door. The interior clearance shall be wide enough and include equipment rack rails on both sides allowing the

use of 19" rack accessories and equipment for future expansion. This area shall include 120-volt and 12-volt power connections. Section #2 will be a storage area with an aluminum roll up door matching the locker and include three adjustable shelves with rear corner access for cable and wire chase openings as part of the full chase system in the van. This area shall include 120-volt and 12-volt power connections. Section #3 shall be capable of storing a 48" folding table and 2 stackable folding chairs, the base for the Hurry-Up mast and other equipment. To secure the equipment there shall be aluminum L-Track at the back of the compartment and a quick release, drop down net using seat belt style quick release buckles and netting fabricated from 2" nylon strap with a maximum of 4" x 4" openings.

## **7.5 CURBSIDE INTERIOR LAYOUT:**

**Workstation:** Furnish and install desk height laminated counter with PVC bumper strip on the forward edge for two operators including a rolling office style chair with arms for each operator and will secure under the counter when the van is in motion. Below the counter shall be two pencil drawers and network ports and two 120-volt duplex outlets. An aluminum dual channel system across the rear of the counter against the wall will include for each operator a 12-volt USB and cigarette lighter outlet, 120-volt duplex outlet with integrated USB and a network outlet wired to the street side equipment rack. Additional 12 volt and 120 volt outlets shall be installed inside the overhead cabinet for charging equipment. On the wall in front of each operator shall be a 40" TV display and a full width aluminum overhead cabinet with lift up dry erase doors with piston hold open devices. Accessibility from under the counter to the wall channel on both sides and includes access to the overhead cabinet. Wiring chases with easily removable panels for access to existing and future wiring shall be made available throughout the interior of the van. Rear customer supplied radio heads shall be mounted to the bottom of the overhead cabinet within easy reach to both operators.

**Charger cabinet:** At the rear of the work station shall be a custom floor to ceiling cabinet with a locking vented roll up aluminum door accessing three adjustable shelves. Each shelf shall include rear corner access for 120-volt cable routing from the lower or upper areas of the work station throughout this cabinet. The side of the cabinet facing the rear doors shall also be vented with a metal screen material trimmed in aluminum. There shall be two 120-volt duplex outlets within the cabinet, one at the floor level, and one at the ceiling level. Both shall be mounted to the rear wall.

**Interior lighting:** Furnish and install 8 red/white LED lights on the ceiling and under the overhead cabinets above the workstation to illuminate the interior with switches and dimmers on the control panel. OEM courtesy lights remain to operate when a door is opened or closed and connect to a cutoff system for covert re-entry and exit

## **8.0 CLIMATE CONTROL**

**HVAC with engine running:** The existing vehicle is not equipped with rear heat and air conditioning or a factory prep package. Furnish and install a system of adequate BTU output to heat and cool the entire interior of the vehicle from -10 to +120 degrees Fahrenheit that will operate when the drive engine is running with controls at the front dashboard in close proximity to the factory controls. The system shall include an evaporator mounted on the interior of vehicle and ducted to heat and cool the interior of the van when the engine is running without interfering with interior operations or equipment. This system requires connecting to the existing OEM system, an external condenser and Freon and leak test for dependable operation, including a 3 year warranty. Connections to the HVAC system shall not void the Ford warranty.

**Ventilation.** Furnish and install roof ventilation vent with a black cover, reversible fan and rain sensor shall be mounted in the roof and wired to the 12-volt electrical system. Controls will be on the inside of the unit.

## **9.0 ACCESSORIES**

- 9.1 SAFETY:** Furnish and Install two 10lb ABC fire extinguishers. One mounted in easy access from the driver's seat and one in the rear. A wall mounted first aid kit and the rear fire extinguisher locations shall be determined at the preconstruction meeting. One ceiling mounted CO detector shall be mounted to the ceiling of the rear area.
- 9.2 PORTABLE LIGHTING:** Furnish and install Two Streamlight Vulcan 180 LED yellow lanterns or equivalent shall be included and installed in street side section #2 hard wired to the 12-volt electrical system.

## **10.0 TECHNOLOGY**

- 10.1 EQUIPMENT RACK:** In the rear compartment behind the driver's seat in a custom cabinet as specified in section 6.4.
- 10.2 TELESCOPING MAST:** Furnish and install a Will-Burt Model 6-25 Hurry-Up Mast (Model 903614) or equivalent (must meet exact specifications to be considered due to limited compartment space) with a custom wheel stand allowing deployment of the mast independently away from the van or mounted into the steel stand which can be positioned under any of the tires and support the mast. The wheel stand shall be designed to support the mast at full extension with a full load mounted to the top. A custom mast head shall be included for mounting of three (3) customer supplied antennas to be determined.
- 10.3 VIDEO:** Furnish and install an OTA (Over the Air) TV antenna on the roof and wired to the equipment rack. Furnish two Samsung DC-E Series 40" Direct-lit LED displays or equivalent, to be connected to the OTA external antenna and exterior video at the curb side dual work stations.
- 10.4 PERIMETER CAMERA SYSTEM:** Furnish and install a Rosco 360 system or equivalent for 360-degree views of the exterior of the van connected to a video splitter to display a full view on the interior monitors as well as overhead monitor mounted above the driver's seating position. Include a DVR in the equipment rack with 1TB storage connected to the camera system.
- 10.5 INTERIOR CONNECTIONS:** Connections include RJ45 jacks at each work station and the front passenger seat wired to the equipment rack.
- 10.6 COMPUTERS:** Install County supplied HP mini PC computers either inside or secured under the overhead cabinet by the two monitors on the curb side work stations.
- 10.7 MULTI FUNCTION PRINTER:** Install customer supplied printer/scanner/fax/copier with Bluetooth on the pull out tray located in the street side section.
- 10.8 ANTENNA RAILS:** Aluminum rails constructed of 2" square aluminum tube finished in black powder coat and located on each side of the roof. Each rail shall include nine (9) NMO style mounts with weather caps routed through Carlon style conduit to a weatherproof box with latching lid on the roof above the equipment rack. Each antenna shall be wired to an included rack mounted antenna patch panel.
- 10.9 PHONE SYSTEM:** Furnish and install an LTE onboard phone system including connections at each work station and at the fax machine. Three phones shall be included, one for each work station.

**10.10 COMMUNICATIONS:** Installation of County supplied Motorola radios and associated interoperability equipment, including antennas on the roof antenna rail system. Somerset County will program and configure all radios post-delivery. Radio chassis units shall be mounted in the equipment rack, two per shelf. The XPR repeater shall be mounted in the equipment rack, powered by a dedicated 15A switched circuit. Sufficient space shall be included in the rack for the addition of a second repeater in the future. Radios to be addressed are listed in the chart below:

MODEL	MODEL #	HEAD	BAND	POSITION	ANTENNAS NEEDED
APX8500	M37TSS9PW1AN	07 Dual Head	7/800 - UHF - VHF	DRIVER / REAR STATION RADIO 1	1
APX8500	M37TSS9PW1AN	07	7/800 - UHF - VHF	FRONT STATION RADIO 1	1
APX7500	M30TSS9PW1AN	05	7/800 - UHF	REAR STATION RADIO 2	2
APX8500	M37TSS9PW1AN	07	7/800 - UHF	FRONT STATION RADIO 2	1
APX7500	M30TSS9PW1AN	05	UHF - VHF	REAR STATION RADIO 3	2
APX7500	M30SS9PW1AN	05	UHF - VHF	FRONT STATION RADIO 3	2
APX6500	M25URS9PW1AN	05	700	REAR STATION RADIO 4	1
APX6500	M25URS9PW1AN	05	700	FRONT STATION RADIO 4	1

**11. CONCEPTUAL DRAWINGS**

To ensure that the up-fit of the Somerset County supplied vehicle meets the design requirements above, a minimum of five (5) conceptual drawings shall be provided with the bid response and consist of one (1) overhead, one (1) curbside view, one (1) street side view, one (1) rear exterior view, one (1) front exterior view. The side views shall provide a pictorial layout of the equipment mounting and designate the position of the operator and control panel.

**12. PRECONSTRUCTION MEETING**

After contract award a pre-construction meeting shall be held at the Somerset County Emergency Services Training Academy, 402 Roycefield Road, Hillsborough, NJ 08844 which shall review the specifications, , and included drawings with the awarded contract vendor. After the meeting the vendor shall supply a detailed production plan (Gantt Chart) which shall include the County supplied chassis information, details of each section of the conversion including location and operation of each component, all applicable drawings and part numbers for each product supplied. The production plan (Gantt Chart) shall be submitted to the County’s authorized Contract Manager for approval. If any modifications to the production plan (Gantt Chart) are required they shall be resubmitted for review and approval within 10 business days. Once approved in writing the process and build may begin.

**13.0 TRANSIT VAN OPTIONS**

**13.1 OPTION 1A: -HEAT AND AIR CONDITIONER WITH SHORE LINE:** Furnish and install one 15,000 BTU, heat pump with a black cover and including a wall thermostat mounted directly to the vehicle’s roof and not interfere with the antenna rails. The heat pump shall be wired to the 30-amp shore power circuit. One 120-volt kick space heater shall be located on the curb side at the base of the portable radio charger cabinet and wired to the 30-amp marine shore line and wall mounted thermostat. The shore line power connection shall be a 30-amp marine twist lock connection dedicated to the heat and air conditioning components. Included shall be a 50’ shore power cord, one rated with appropriate connectors for the shore line.

## **SPECIFICATIONS**

### **Item 2: Retro-Fit 2006 Freightliner/LDV**

#### **1.0 INTRODUCTION**

- 1.1** Somerset County Communications has a 2006 LDV Mobile Communications Vehicle with a MotoSat dish and modem. We are requiring the removal and replacement of this equipment with equipment matching current satellite technology as outlined in these specifications including the service.

#### **2.0 SATELLITE SYSTEMS**

- 2.1 DATA SATELLITE SYSTEM:** Removal of the existing VSAT from the roof and modem in the equipment rack and supply. Furnish, install and configure an AvL 1258, 1.2m auto-acquire mobile VSAT antenna, including an NJT8318 8W BUC, NJR2835 PLL LNB and iDirect X7 modem with the 48VDC option. The VSAT will be installed in the front of the roof section where the MotoSat unit was removed and cabling extended to the interior equipment rack where the new modem and antenna controller will be installed.

##### **2.1.1 AvL model 1258 Mobile 1.2m VSAT or equivalent features:**

###### **UNIQUE FEATURES**

- USA Manufactured and Warrantied for 12 months from purchase
- 1.2m AvL Engineered Composite Reflector
- Zero Backlash AvL Cable Drive – No gearing permitted
- Compact/Rugged Pol Gear Drive for polarity adjustment feature
- Optional Rotary Joint on Pol Axis with Flex W/G to BUC
- "One-Button" Auto-Acquisition
- IP Browser Operation of Antenna Controller

###### **STANDARD Rx/Tx FEED**

- 2-Port Ku-Band Precision (standard Cross-Pol comp.)

###### **POLARIZATION ADJUSTMENT**

- Motorized Worm Gear Drive

###### **LOW STOW**

- Stows up to 15"H (38.1 cm H)

###### **MECHANICAL**

- AZ/EL DRIVE:
  - Motorized AvL Zero Backlash Cable Drive (Patent Pending)
- POLARIZATION DRIVE SYSTEM:
  - Motorized Worm Gear Drive
- REFLECTOR CONSTRUCTION:
  - 1.2m Single Piece AvL Engineered Composite
- AXIS TRAVEL:
  - Azimuth- 400° (±200°)
  - Elevation- 0-90° antenna bore sight (true elevation readout from calibrated inclinometer)
  - Electrical- Standard limits at 5° to 65° (CE Approval) or 0° to 90°
  - Polarization- ±95°
- AZ/EL SPEED:
  - Slewing/Deploying (typical)- 2°/second
  - Peaking (typical)- 0.2°/second
  - MOTORS- 24 VDC Variable Speed, Constant Torque
- RF INTERFACE:

- BUC/HPA Mounting- Feed Boom (maximum weight 25 lbs.(11.3 kg))
- Max dimensions for BUC mounting on Feed Boom- 22 L x 13.8 W x 8.5 H in. (56 L x 35 W x 22 H cm)
- Feed Tx- Polarization RJ w/flex waveguide from feed, WR75
- COAX- Two Type F connectors at antenna base
- ELECTRICAL INTERFACE- One 25 ft. (8 m) cable with connector to controller
- MANUAL/EMERGENCY DRIVE- Hand crank input on Az, El and Pol axes
- WEIGHT (APPROX)- 100 to 120 lbs. (46 to 55 kg) depending on options
- STOWED DIMENSIONS- 70 L x 48 W x 15 H inches (178 L x 122 W x 38 H cm) including pallet
- TIME TO ACQUISITION- Less than 10 minutes, 8 minutes typical
- MOUNTING- Pallet for vehicle roof mounting

**ENVIRONMENTAL**

- WIND - SURVIVAL Deployed: 65 mph (105 kph); Stowed: 80 mph (129 kph)
- WIND- OPERATIONAL- 45 mph (72 kph)
- POINTING LOSS IN WIND (Ku RX):
  - 20 mph (32 kph)- 0.5 dB typical
  - 30 mph gusting to 45 mph (48 kph gusting to 56 kph)- 1.2 dB typical
- TEMPERATURE:
  - Operational: -22° to 125° F (-30° to 52° C)
  - Survival: -40° to 140° F (-40° to 60° C)

**2.1.2 iDirect X7 Satellite Router or equivalent:**

**Network Configuration**

Network Technology: Star

**Downstream DVB-S2**

Modulation	QPSK, 8PSK, 16APSK, 32APSK
FEC	LDPC, 1/4 - 8/9
Max. Symbol Rate Max.	1 - 45 Msps
Info Rate Max.	149.7 Mbps
IP Data Rate	59.2 Mbps

**Upstream Adaptive TDMA**

Modulation	BPSK, QPSK, 8PSK
FEC	2D 16-State, 1/2 - 6/7
Max. Symbol Rate Max.	128 ksps - 7.5 Msps
Info Rate Max.	19.2 Mbps
IP Data Rate	16 Mbps
Spread Spectrum (Max Rate Mcps)	Up to 7.5 Mcps Spreading Factors: 2, 4, 8

**SatCom Interfaces**

TxIF: Type-F, 950 - 1950 MHz, Composite Power +3dBm / -35dBm  
 Rx1/Rx2 IF: Type-F, 950 - 2150MHz, -5dBm (max) composite / -130+10\*Log10(Sym rate) dBm (min) single carrier  
 Reference Clock Out: 10/50 MHz, +/-10 ppm stability, 0 dBm -3/+4 dB power

**Available BUC Power (IFL)**

+24V, 118W max available @ connector  
 +48V, 158W max available @ connector (optional)

**Available LNB Power (IFL)**

+19V (Nominal), 22KHz DiSEqC tone  
 Rx1/Rx2 In: 13-18V @ 0.5A



## **Data Interfaces**

LAN: 8-port ethernet switch, 10/100, 802.1q VLAN

RS-232: RJ45 (Console connection), RS-422: RJ45 BUC I/O port (future release)

## **Security**

AES Link Encryption (256-bit) (optional)

## **Protocols Supported**

TCP, UDP, ACL, ICMP, IGMP, RIP Ver2, Static Routes, NAT, DHCP, DHCP Helper, Local DNS Caching,

OpenAMIP, cRTP and GRE

## **Traffic Engineering**

Group QoS, QoS (Priority Queuing and CBWFQ), Strict Priority Queuing, Application Based QoS, Minimum CIR, CIR (Static and Dynamic), Rate Limiting

**2.1.3 Data Satellite Service:** The data services shall be provided for 5 years and must, at a minimum, meet the below requirements:

EMR Plus Select Satellite service providing 10 usage days per calendar month of burstable data at rates of up to 20Mbps x 5Mbps. This service must always be available on two different satellites separated by more than 35°. Each satellite must be accessed via a unique, independent network located in bi-coastal, geographically diverse ground stations separated by more than 2,500 miles. The VSAT antenna and iDirect modem need to both be configured for operation on both satellites, providing on-demand, user selectable access to either satellite/network at anytime without requiring any phone calls or IP address scheme changes.

The service shall include a minimum of 5 usable public IP addresses. These public IP addresses need to remain unchanged when switching between satellites and the associated ground stations/networks. A toll-free phone number must be provided for the Network Operations Center (NOC), which is staffed on a 24/7/365 days per year basis at no additional cost for the life of the service contract.

Access to a password protected user web-based portal for modem management. At a minimum, the following information needs to be available through this portal; manage and monitor bandwidth usage; configurable email alerting for events like modem online/offline; ability to view IP traffic statistics, TX/RX power levels, and asset location.

This service offering must include an off the Internet voice solution (service and hardware). Providing extension-to-extension, agency-to-agency dialing capability not dependent upon the availability of the PSTN or global Internet. All extensions along with their current online/offline status must be viewable via a web-based directory.

**2.1.4 Satellite Voice Service:** The voice services shall be provided for 5 years and must, at a minimum, meet the below requirements:

Provide 4 SIP based DID's with either area code 732 or 848. Each phone line includes 1,000 minutes of nationwide talk time per month. This service must be inclusive of any circuit provisioning.

## **2.2 Video Satellite System**

Furnish and install a KVH model RV1 In-Motion or equivalent, HDTV-compatible satellite TV antenna system on the roof and integrated into the on board video system to include any ancillary equipment for satellite coverage in North America.

## **4.0 OPTIONS**

- 4.1 OPTION 2A-ELECTRIC STEP:** Removal of existing step and furnish and install an electric step under the entry door which will extend and include a light to illuminate the step when the door is opened and retract when the door is closed. The system shall include a bypass switch inside the entry door accessible without having to enter the vehicle.
- 4.2 OPTION 2B-ELECTRIC AWNING:** Removal of an existing awning and furnish and install an electrically operated awning connected to the 12 volt electrical system. The awning shall be self-supporting with no legs and include a wind sensor to automatically retract when wind conditions exceed the safe operating level of the awning.



**COUNTY OF SOMERSET  
BID DOCUMENT CHECKLIST**

**Required  
With  
Bid**

**Read, Signed  
& Submitted  
Bidder's Initial**

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

- Stockholder Disclosure Certification \_\_\_\_\_
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) \_\_\_\_\_
- Required Evidence EEO/Affirmative Action Regulations Questionnaire \_\_\_\_\_
- Non-Collusion Affidavit \_\_\_\_\_
- Bid Guarantee (bid bond or certified/cashier's check) \_\_\_\_\_  
(with Power of Attorney for full amount of Bid Bond)
- Consent of Surety (Certificate from Surety company) \_\_\_\_\_
- Surety Disclosure Statement and Certification \_\_\_\_\_
- Performance Bond \_\_\_\_\_
- Labor and Material (Payment) Bond \_\_\_\_\_
- Conceptual Drawings \_\_\_\_\_
- Disclosure of Investment Activities in Iran- Submit with bid response \_\_\_\_\_

**B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED**

- Business Registration Certificate – Bidder – Prefer with Bid Response. Required by Law prior to award of contract \_\_\_\_\_
- Business Registration Certificate – Designated Subcontractor(s) – Prefer with Bid Response. Required by Law prior to award of contract \_\_\_\_\_
- Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid) \_\_\_\_\_
- License(s) or Certification(s) Required by the Specifications \_\_\_\_\_

**C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION**

- Three (3) references for similar emergency service vehicle up-fit/retro-fit \_\_\_\_\_
- Authorization for Background Check \_\_\_\_\_
- Catalog/Price List \_\_\_\_\_
- Product Samples \_\_\_\_\_
- Certification of Available Equipment \_\_\_\_\_
- 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 \_\_\_\_\_
- Other: \_\_\_\_\_

**D. READ ONLY**

Americans With Disability Act of 1990 Language \_\_\_\_\_

**E. OPTIONAL ITEM(S)**

- 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:

Item	Description	Amount
Item 1:	Up-Fit for 2018 Ford Transit Van, T350 Extended with High Roof	\$
Option 1A:	Heat and Air Conditioner with Shore Line (Per Item 1, Section 13.1) (Contingent upon funding)	\$
Item 2:	Retro-Fit 2006 Freightliner/LDV	\$
Option 2A:	Electric Step (Per Item 2, Section 4.1) (Contingent upon funding)	\$
Option 2B:	Electric Awning (Per Item 2, Section 4.2) (Contingent upon funding)	\$

Award: Somerset County reserves the right to award in whole (Item 1 & Item 2 combined- with or without options) or in part (Item 1 or Item 2 with or without options) where such action serves the County's best interest.

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:

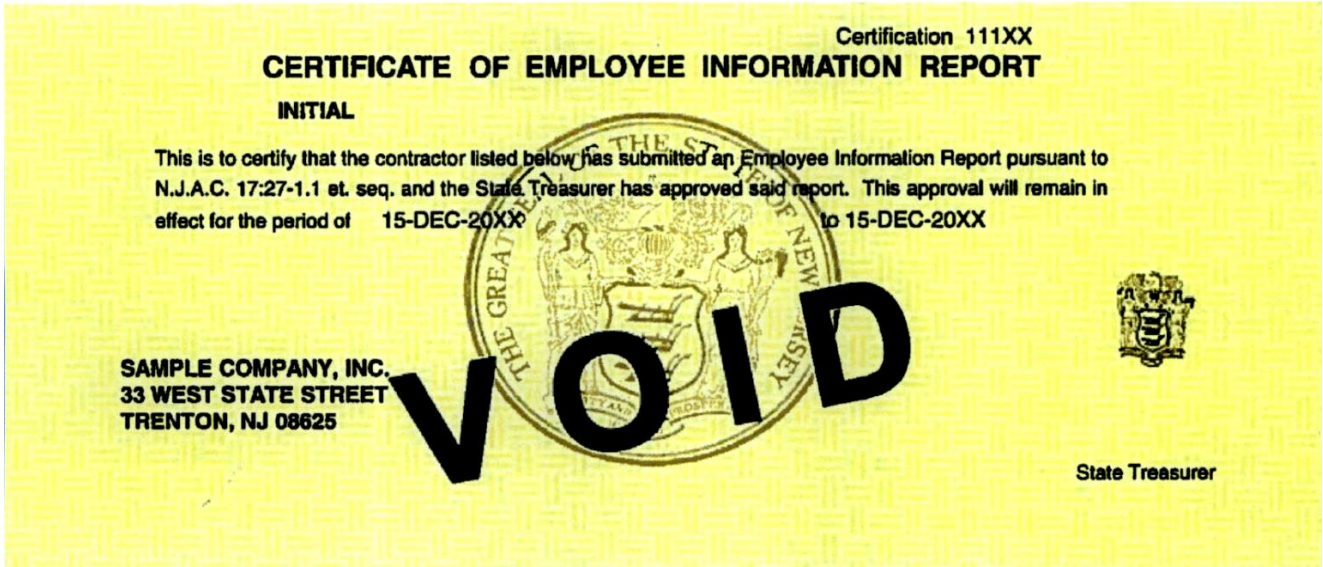
Letter of Federal Affirmative Action Plan Approval

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**