

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 **July 30, 2019** at **2:30 PM** prevailing time in the Purchasing Division conference room, County Administration Building, 20 Grove Street, Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

Stormwater Management Facility Maintenance Contract #CC-0021-19

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.

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.**
- 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 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

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. 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 https://www.nj.gov/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 https://www.nj.gov/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

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 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 Worker's Compensation and Employer's Liability, General Liability and Automobile Liability 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 missions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

Somerset County will not accept Mutual Limitation of Liability terms.

18. PAYMENT

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

19. TERMINATION

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

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

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

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

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

21. ADDITIONS/DELETIONS OF SERVICE

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

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

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

24. SPECIFICATIONS

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

25. OWNERSHIP OF MATERIAL

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

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2010.

26. TRUTH IN CONTRACTING LAW

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

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

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.

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.

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

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.

36. PROMPT PAYMENT – GOODS & SERVICES – P.L. 2019, C.127 (LFN 2019-02 1/23/19)

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a "business concern" under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

SPECIFICATIONS

County of Somerset Department of Public Works Road and Bridge Division

STORMWATER MANAGEMENT FACILITY MAINTENANCE / COUNTY FACILITY GROUNDS MAINTENANCE

1. INTENT

The intent of these specifications is for the County of Somerset to secure a contract for Stormwater Management Facility Maintenance / County Facility Grounds Maintenance for a Period of twenty-four (24) months.

2. GENERAL INSTRUCTION

Whenever the word "contractor" is used, it shall refer to the person or persons, company or corporation furnishing the services required.

Questions pertaining to contract requirements regarding the special provisions prior to contract award, may be referred to:

Somerset County Purchasing Division
P.O. Box 3000
Somerville, NJ 08876-1262
Telephone Number (908) 231-7043
PurchasingDiv@co.somerset.nj.us

3. QUALIFICATIONS OF BIDDER

All bidders shall demonstrate to the satisfaction of the County that they have the adequate equipment in good operating condition and personnel to perform the required stormwater management facility maintenance / County facility grounds maintenance. If necessary, the County will inspect the Bidder's equipment to determine the ability to satisfactorily perform. The Bidder must supply at least five (5) tractors.

4. SITE VISITS

The County will assist all interested bidders by conducting a tour of the various stormwater management facilities (SWMFs) / County facility grounds (CFGs) solicited in this bid for the purpose of training, coordination, and clarification of work specifications only, upon request.

5. DESCRIPTION

The work to be performed under this contract by the contractor shall consist of the maintenance of Stormwater Management Facilities (SWMFs) / County Facility Grounds (CFGs) under Somerset County jurisdiction. A list and description of the various SWMFs / CFGs maintenance included in this contract are presented starting on page 28 (per category).

The maintenance operations at these SWMFs / CFGs shall consist of the following maintenance tasks:

- 1) Grass Mowing
- 2) Grass Trimming
- 3) Minor Debris Removal

All tasks shall be performed jointly as a single maintenance operation and all shall be performed at each SWMF/CFG an estimate of eight (8) times per calendar year at each detention basin. The Somerset County Road and Bridge Division shall be responsible for determining the need for maintenance operations at each SWMF/CFG and notifying the contractor of such need. Notification shall be done by faxing and/ or mailing a completed SWMF/CFG Maintenance Notification form to the Contractor. A copy of this form is contained in Appendix A of these specifications. The contractor shall be responsible for performing the maintenance operations in a timely and thorough manner. Upon completion of the maintenance operations at each SWMF/CFG, the contractor shall complete and submit a SWMF/CFG Maintenance Report on the form provided herein and described on page 27 to the Somerset County Road and Bridge Division which specifies the maintenance tasks performed at the SWMF/CFG as well as any observations and/ or recommendations regarding the need for extra maintenance and/ or other problems at the SWMF/CFG.

6. DEFINITIONS

A. Stormwater Management Facility (SWMF): A surface facility comprised of inflow structure(s), an outflow control structure, and storm water runoff from an area of land. A SWMF may be either a detention or retention facility depending upon its normal or intended dry weather condition.

B. Detention Facility: A SWMF with a runoff storage area that is normally dry, during dry weather conditions. As such, a detention facility does not have a permanent pool of water and the entire volume of runoff storage area is utilized to store storm water runoff.

C. Retention Facility: A SWMF with a permanent pool of water within its runoff storage area. The depth of this permanent pool during dry weather conditions is normally in excess of 4 feet. Storage of storm water runoff occurs above the normal, dry weather water surface of the permanent pool.

D. County Facility Grounds (CFG): An area and/or land owned by Somerset County.

E. Maintenance Task: One of the three (3) SWMF maintenance procedures as described in these specifications at a single SWMF.

F. Maintenance Operation: Complete performance of the three Maintenance Tasks described in these specifications at a single SWMF or CFG at a single time as directed by the County Road Supervisor or his authorized representative.

G. Maintenance Cycle: Complete performance of Maintenance Operations at all SWMF's or CFGs designated for maintenance at a single time by the County Road Supervisor or his authorized representative.

7. DESCRIPTION OF MAINTENANCE TASKS

A. Grass Mowing:

All grassed areas within the limits of each SWMF/CFG shall be mowed to a height of 2 ½ to 3 inches, or as directed by the Road & Bridge Supervisor or his authorized representative. At those SWMFs/CFG which are adjacent to a County or municipal road, the grass mowing shall extend to the curb line or edge of pavement of such road.

All grass shall be mowed in such a way with such equipment to reduce the grass cutting to fine mulch that is distributed evenly throughout the mowed area. If in the opinion of the County Supervisor of Roads and Bridges or his authorized representative this is not achieved, all cuttings are to be collected and removed from the SWMF/CFG site by the contractor appropriately.

All grass mowing shall be performed in such a way and utilizing such equipment as necessary to prevent rutting or other damage to grass cover, topsoil, and/ or subsoil. All such damage resulting from the contractor's grass mowing shall be repaired by the contractor at the contractor's expense.

If the contractor fails to repair such damage in a timely and acceptable manner following written notification by the County Supervisor of Roads and Bridges or his authorized representative of the need for such repair, the County shall have the right to perform such repair itself. An amount equal to the cost of such repair performed by the County shall then be deducted from the next contract payment to the contractor.

The need for grass mowing at each SWMF/CFG shall be determined by the County Road and Bridge Division. Upon the determination of such need, the County Road and Bridge Division shall notify the contractor by telephone, facsimile, or mail. Upon receipt of such notification, the contractor shall perform the required grass mowing within three working days unless weather conditions prohibit such activity. In the event of such a weather-related delay, the contractor shall perform the required grass mowing within two working days following the prohibitive weather conditions. Grass at a SWMF/CFG shall not be allowed to grow higher than 12 inches.

If within the time limit specified in the above paragraph, the contractor encounters conditions at a SWMF/CFG that, in his opinion, prohibits him from completely performing the grass mowing with the mowing equipment specified above without damage to the grass, topsoil, or other SWMF/CFG component, the contractor shall notify the County Road and Bridge Division of this opinion by 9 am of the following working day. The contractor shall include in this notification whether or not the prohibitive conditions are weather-related. In addition, the presence of prohibitive conditions in a portion of a SWMF/CFG shall not relieve the contractor of his obligation to perform grass mowing in the remaining, non-affected portion of the SWMF/CFG within the time limits specified above. The contractor shall also include a description of the prohibitive conditions in the SWMF/CFG maintenance report to be filed with the County Road and Bridge Division (see page 27 SWMF/CFG maintenance report).

If the prohibitive conditions are weather-related (i.e., an improvement in weather will eliminate the prohibitive conditions), the contractor shall then perform the required mowing within two working days following the prohibitive weather conditions.

If the prohibitive conditions are not weather-related, the County Road and Bridge Division, following receipt of notification by the contractor, shall conduct an inspection of the SWMF/CFG and, upon concurrence with the contractor's observations, shall determine the remedial measures required to eliminate the prohibitive conditions. If, in the opinion of the County Road Division the prohibitive conditions are not related to the contractor's action at the SWMF/CFG, the County Road and Bridge Division shall be responsible for performing the required remedial measures.

Upon completion of these repairs, the County Road and Bridge Division shall notify the contractor, who shall then return to the SWMF/CFG and perform the grass mowing within the original time limits.

If, in the opinion of the County Road and Bridge Divisions, the prohibitive conditions are due to the contractor's action, the contractor shall be responsible for performing the required remedial measures identified by the County Road and Bridge Division within a time limit to be established by the Division. If the contractor fails to do so, the County shall have the right to perform such remedial measures itself. An amount equal to the cost of the remedial measures performed by the County shall then be deducted from the next contract payment to the contractor.

If, upon inspection of the SWMF/CFG, the County Road and Bridge Division do not concur with the contractor's observations of prohibitive conditions, the Division shall notify the contractor of this disagreement and direct the contractor to perform the grass mowing within two (2) working days.

B. Grass Trimming:

The edges and/ or perimeter of all grassed areas within the limits of each SWMF/CFG shall be trimmed to a height equal to the mowed grass height. The location of required grass trimming shall include, but not be limited to, all outlets structures; headwalls; low flow channels; trees, shrubs, and landscaped areas; curbing; manholes; drain inlets; sidewalks; buildings; fences; and guide rails.

All grass shall be trimmed in such a way and with such equipment to reduce the grass cuttings to fine mulch. If, in the opinion of the County Road and Bridge Division this is not achieved, all the cuttings are to be collected and removed from the SWMF/CFG site by the contractor. Disposal of all cuttings shall be done in manner consistent with all applicable regulations.

All grass trimming shall be performed in such a way and utilizing such equipment as necessary to prevent damage to grass cover and/ or topsoil. All such damage resulting from the contractor's grass trimming shall be repaired by the contractor at the contractor's expense. If the contractor fails to repair such damage in a timely and acceptable manner following written notification by the County Road and Bridge Division of the need for such repairs, the County shall have the right to perform such repairs itself. An amount equal to the cost of such repairs performed by the County shall then be deducted from the next contract payment to the contractor.

Grass trimming shall be performed at each SWMF/CFG in conjunction with grass mowing and all other maintenance tasks itemized above and, therefore, shall be subject to the same time and notification requirements as specified above for grass mowing.

If the contractor encounters conditions at a SWMF/CFG site, which, in his opinion, prohibits him from completely performing the required grass trimming, he shall describe such prohibitive conditions in the SWMF/CFG maintenance report to be filed with the County Road and Bridge Division, (see page 27-SWMF/CFG Maintenance Reports). Upon receipt of the report, the Division shall conduct an inspection of SWMF/CFG and, upon concurrence with the contractor's observations, shall determine the remedial measures required to eliminate the prohibitive conditions. If, in the opinion of the County Road and Bridge Division, the damage and/ or prohibitive conditions are not related to the contractor's action at the SWMF/CFG, the Division shall be responsible for performing the required remedial measures. Upon completion if these measures, the Division shall notify the contractor, who shall then resume grass trimming during the next maintenance operation.

If, in the opinion of the County Road and Bridge Division, the damage and/ or prohibitive conditions are due to the contractor's actions, the contractor shall be responsible for performing the required remedial measures identified by the Division, prior to the next maintenance operation or within an alternate time limit to be established by the Division. If the contractor fails to do so, the County shall have the right to perform such measures itself. An amount equal to the cost of remedial measures performed by the county shall then be deducted from the next contract payment to the contractor.

C. Minor Debris Removal:

Minor debris removal shall consist of the removal of leaves, paper, trash, branches, and other man-made and natural material which may have accumulated within the limits of the SWMF/CFG, particularly at trash racks, low flow channels, and points of stormwater inflow. Such debris shall be considered "minor" if it can be removed from the SWMF/CFG by hand tools such as rakes, shovels, picks, shears, and wheelbarrows.

The contractor shall remove all debris collected from the SWMF/CFG as necessary from the SWMF/CFG site. Disposal of all debris shall be done in a manner consistent with all applicable regulations.

All minor debris removal shall be performed in such a way and utilizing such equipment as necessary to prevent damage to grass cover, topsoil, and/ or subsoil. All such damage resulting from the contractor's minor debris removal shall be repaired by the contractor at the contractor's expense. If the contractor fails to repair such damage in a timely and acceptable manner following written notification by the County Road and Bridge Division of the need for such repairs, the County shall have the right to perform such repairs itself. An amount equal to the cost of such repairs performed by the County shall then be deducted for, the next contract payment to the contractor.

Minor debris removal shall be performed at each SWMF/CFG as necessary in conjunction with grass mowing and all other maintenance tasks itemized above and, therefore, shall be subject to the same time and notification requirements as specified above for grass mowing. The need for minor debris removal shall be based upon the presence of debris within the limits of the SWMF/CFG.

8. DISABLED EQUIPMENT

If a unit of equipment becomes disabled during maintenance operations, the loss of productivity and associated unit cost of same are exclusively the contractors, in as much as payment by the County for these contract services is based on the completed maintenance cycles.

9. EQUIPMENT SPECIFICATIONS

Successful bidders shall furnish to the County tractors/mowers with a minimum five (5) foot cutting head and all necessary equipment and personnel to perform the SWMF/CFG maintenance during the contracted mowing season as designated on the bid page for prices or rates stated on the bid page. The contractor must have proof of ownership (or a signed lease for the duration of the contract) of a sufficient number (5 minimum) of 2005 or newer tractors/mowers with rear mount flail mowers or equal suitable for meeting the requirements of this contract.

A list of machines must be enclosed with the contractor's bid. This list must include the make, model, cutting head size, and age of each. A sufficient supply of spare mower cutting knives and other parts must be kept on hand to ensure the timely and continuous fulfillment of the contract.

If the contractor intends to utilize equipment outside of what is specified herein, the contractor must demonstrate to the satisfaction of the County that the proposed equipment can perform to the degree as called for in the Description of Maintenance Tasks. If such event occurs, there shall be no deviation from the specified requirement that the contract equipment shall be 2005 or newer at inception of the contract. The contractor will provide out maintenance for all tractor mower units used during SWMF/CFG mowing operations.

10. TIME PERIOD OF SWMF/FACILITY MAINTENANCE

The contract shall be for a period of twenty-four (24) months. All SWMF/CFG maintenance shall be conducted Monday through Saturday, except during periods of inclement weather. Maintenance shall occur between the hours of 7:30AM and 5:30PM.

The number of scheduled maintenance operations at each SWMF/CFG is eight (8). The actual number of maintenance operations at each SWMF/CFG will depend upon several factors, including weather and the need for maintenance. The County shall be solely responsible for determining the need for SWMF/CFG maintenance and the total number of maintenance operations to be performed at each SWMF/CFG during the contract.

11. BIDDERS PREREQUISITES

The bidder shall have at least three years continuous experience immediately prior to the date of submission of its bid in the management and operation of SWMF/CFG mowing business actually engaged in providing SWMF/CFG mowing services to municipal or other entities under contract and during that time shall have satisfactorily performed or be performing at least one municipal mowing contract requiring the type of services in at least the amount called for, and covering mowing services of the general type and size as those described in this contract.

The bidder shall provide all of the equipment required by these specifications and list said equipment in the appropriate section of the "Contractor's Equipment and Experience Statement", attached hereto on page 32. In the event all the equipment is required for the contract is not presently owned by the bidder, or is now owned but not available for assignment to work on this contract, the bidder shall demonstrate to the County that Bidder has the ability to acquire such equipment for use from the commencement date of the contract through and until the expiration of

the contract. The bidder may demonstrate such ability to produce the necessary equipment by submitting copies or irrevocable agreements for the procurement of such equipment for said period of purchase, rental, leasing, borrowing, or otherwise, in the event bidder is the successful bidder for the contract. Since SWMF/CFG mowing is an important service to residents of the County, and in fairness to those bidders who comply with requirement, all bidders will be held in strict and equal compliance with this provision. Failure by any bidder to conclusively demonstrate to the sole and absolute satisfaction of the County the ability to have all required equipment as here in above set forth shall result in the rejection of the bid.

The contractor agrees not to assign this contract, in whole or part, without the written authorization of the County Supervisor of Roads and Bridges or his authorized representative.

12. WEATHER

During inclement weather, it will be the opinion of the County Supervisor of Roads and Bridges or his authorized representative whether the required operations of the contractor would cause unnecessary damage to turf area. If the County Supervisor of Roads and Bridges determines conditions are undesirable and not expected to improve for some time, he shall suspend operations for that day.

13. VERIFICATION OF WORK

The County Supervisor of Roads and Bridges or his authorized representative will monitor the contractor's work performance daily. All SWMF/CFG mowing and other maintenance by the contractor must present an appearance that is completely satisfactory to the County Supervisor of Roads and Bridges or his authorized representative, and within the Description of Maintenance Tasks contained herein.

14. CONTRACTOR EMPLOYEES

The contractor shall provide full time daily inspection and supervision by a competent employee to insure that mowing operations are properly done in accordance with the provisions on the contract. Upon telephone notice given to the contractor by the County, the contractor's supervisor shall be personally available at all times at any within the contract area during the regular work day, or at any other time the SWMF/CFG are being mowed, in order to aid in resolving any problem that may arise.

There shall be one (1) overall project supervisor who shall be the contractor's contact person for the County. The contractor's project supervisor will maintain daily contact with the County Supervisor of Roads and Bridges or his authorized representative.

15. CONTRACTOR EMPLOYEES

Contractor's employees shall perform their duties in a quiet, orderly and courteous manner.

16. SOLICITATION OF GRATUITIES

The contractor shall be bound to see that no agent, servant, or employee shall solicit or be permitted to solicit gratuities of any kind for any work in connection with the maintenance of a County SWMF/CFG.

17. DAMAGE

The contractor shall exercise extreme care not to damage trees, shrubs, ground cover plantings, guy wires, tree stakes, turf, and all other site SWMF/CFG features and appurtenances. Any contractor found to have done so, shall be held responsible for their repair and/ or replacement of same and any and all costs related to their repair and/ or replacement.

Attention is directed to the fact that accumulations of litter, debris, and obstacles such as branches, trash, depressions, and rocks may cause damage to mowers and tires. The cost of repairing damage mowers or tires shall be the sole responsibility of the contractor, and should be included in the amount bid for each contract. The contractor shall be responsible for removing any litter or debris that cannot be mowed over.

The contractor shall be responsible for any damages to private and County property caused by his or his employees' negligence in the performance of this contract. In the event of such damage, the County reserves the right to immediately effect both temporary and permanent repair at the expense of the contractor, and the contractor hereby agrees that in such event that County may deduct the cost of such repairs and related expenses incurred by the County from any monies due to the contractor under his contract.

18. LIQUIDATED DAMAGES

In as much as damages and loss will be difficult to accurately assess, the contractor shall pay to the County as liquidated and not as penalty, in all cases where the County shall elect to accept said liquidated damages in lieu of actual damages, the following sums for the following acts:

A. For failure to perform maintenance operations in accordance with the contract and specifications herein at the County SWMF/CFG listed in these specifications, the sum of One Thousand Dollars (\$1,000.00) shall be levied for each SWMF/CFG that is not properly maintained.

B. For failure to properly mow a SWMF/CFG, the sum of Two Hundred Dollars (\$200.00) shall be levied for each failure.

C. For using equipment which are not in good repair and which the contractor has failed to repair or properly maintain which would affect the required SWMF/CFG mowing services in accordance with these specifications, the sum of Two Hundred Dollars (\$200.00) shall be levied per day for each piece of equipment used in violation of this directive.

D. For contractor personnel soliciting gratuities for mowing services, the sum of One Thousand Dollars (\$1,000.00) shall be levied for each incident.

E. For failure to repair, replace, or repay the County of Somerset or a resident for damages to County or private property due to SWMF/CFG operations in violation of the provisions of these specifications, the sum of Five Hundred Dollars (\$500.00) shall be levied, from which sum the County shall reimburse the resident. Such reimbursement shall not exceed said sum.

19. SWMF/CFG MAINTENANCE REPORTS

Upon completion of the maintenance tasks described above at each SWMF/CFG, the contractor shall complete a SWMF/CFG maintenance report and forward same to the County Road and Bridge Division within one (1) week of completing maintenance operations at SWMF/CFG. A report shall be completed and forwarded to the County Road and Bridge Division for each SWMF/CFG at which maintenance operations were performed. A copy of blank SWMF/CFG maintenance report form, which is used by the contractor, is contained in Appendix B of these specifications.

The contractor shall include in the report a description of all SWMF/CFG damage and prohibitive conditions as specified in the Description of Maintenance Tasks on Page 16, as well as any conditions observed at the SWMF/CFG that affects the contractor's activities or the safety or operation of the SWMF/CFG. The contractor shall also specify what County action may be required at the SWMF/CFG in order for him to perform or complete any maintenance tasks.

20. DESCRIPTION OF STORMWATER MANAGEMENT FACILITIES

A list of the various SWMF's/CFG's at which maintenance is to be performed under this contract is contained in Appendix C of these specifications. Additional information regarding each SWMF/CFG

on this list is available for review at the South County Department of Public Works Facility, 410 Roycefield Road, Hillsborough, NJ, 08844 (908) 541-5021.

21. CONTRACT PERIOD

The contract period shall be for twenty four (24) months.

22. COMPENSATION

1. Method of Measurement

The method of measurement will be the number of maintenance operations as defined in **6. Definitions** that have been successfully performed at each SWMF/CFG as directed by the Somerset County Road and Bridge Division.

2. Basis of Payment

Payment for the performance of SWMF/CFG maintenance operations under this contract shall be based upon the unit price bid for maintenance for each SWMF/CFG times the number of such maintenance operations performed at those SWMF's/CFG's within the contract period.

If, during the performance of maintenance operations at a SWMF/CFG, site conditions beyond the contractor's control are encountered which prevent the contractor from satisfactorily completing all three maintenance tasks as defined herein, payment to the contractor for that maintenance operation shall be based upon adjusted unit price in accordance with the following:

<u>Maintenance Task Performed</u>	<u>Percent of Unit Paid</u>
1. Grass Mowing	70 percent
2. Grass Trimming	15 Percent
3. Minor Debris Removal	15 Percent

Payment to the contractor for such partial completion of maintenance operations at a SWMF/CFG shall therefore be based upon the sum of the individual percentages shown above for each completed maintenance task times the unit price bid for maintenance operations at the subject SWMF/CFG. To be considered complete, a maintenance task must be fully completed to the satisfaction of the Somerset County Road and Bridge Division. Any task in which, in the opinion of the Somerset County Road and Bridge Division, has only been partially completed shall be considered incomplete and ineligible for payment.

If, due to site conditions within the contractor's control, the contractor fails to satisfactorily complete all three maintenance tasks as defined herein, all maintenance tasks shall be ineligible for payment until such time as all three tasks are satisfactorily completed.

APPENDIX A

SWMF/CFG MAINTENANCE NOTIFICATION FORM

**County of Somerset
Department of Public Works
Road and Bridge Division**

**Storm Water Management Facility (SWMF)/County Facility Grounds (CFG)
Maintenance**

SWMF/CFG MAINTENANCE NOTIFICATION FORM

DATE OF CONTRACTOR NOTIFICATION: _____

Basin Name		Maintenance Required? YES/NO
Group 1 South County		
1	Bonner I, G0602	
2	Middlebush Meadows, G0503	
3	Riversedge, H0304	
4	Riversedge IV, H0310	
5	Hoagland Farms II, H0302	
6	Montgomery Estates, G0408	
7	Stony Brook, G0313	
8	Seasons of Belle Mead, G0303	
9	Benson & Pershyn, G0404	
10	Fox Chase, G0403	
11	North Ridge III, G0405	
12	North Ridge I, G0406	
13	Highfield, H0201	
14	Spring Hill, G0101	
15	Hoagland Farms West, G0305	
16	Regional E, F0309	
17	Forest Hill, H0207	
18	Wyckoff Estate, G0411	
19	Carriage Hill, G0401	
20	Williamsburg Estates, H0305	
21	Bridgepoint, H0307	
22	Conover Farms, H0308	
23	Sturbridge Section I, D0203	
24	Sturbridge Section II, E0204	

Basin Name		Maintenance Required? YES/NO
25	Claremont Hills Parcel 1, F0301	
26	Rohill Village, F0302	
27	Amwell and Willow, F0410	
28	Contempo West, F0303	
29	Bonner II / Bonner Lands, G0603	
30	Hoagland Farms Section II, H0302	
31	Riverview Heights, E0202	
32	Arrowhead, E0301	
33	Rolling Meadows, E0302	
34	Raritan Hills, E0304	
35	The Estates, E0303	
36	Chelsea Village, E0501	
37	West Ridge, F0201	
38	Millstone Bypass, F0404	
39	Millstone Bypass, F0405	
40	Millstone Bypass, F0406	
41	Millstone Bypass, F0407	
42	Millstone Bypass, F0408	
43	Millstone Bypass, F0409	
44	Rudder East, G0407	
45	Van Zandt, H0205	
46	Van Zandt, H0206	
47	Oxbridge, H0301	

NOTE: See **5. DESCRIPTION** for details of SWMF/CFG maintenance notification by County Road and Bridge Division to Contractor.

**County of Somerset
Department of Public Works
Road and Bridge Division**

**Storm Water Management Facility (SWMF)/County Facility Grounds (CFG)
Maintenance**

SWMF/CFG MAINTENANCE NOTIFICATION FORM

DATE OF CONTRACTOR NOTIFICATION: _____

Basin Name		Maintenance Required? YES/NO
Group 2 North County		
48	Hillard Farms, A0406	
49	Tiger Hill, A0501	
50	Sheep Hill Det. #1, A0502	
51	Sheep Hill Det. #2, A0503	
52	Ravenswood Estates Basin 1B, B0503	
53	Sherbrook I, B0602	
54	Summit at Basking Ridge, B0603	
55	Two Brooks Farm I, B0609	
56	Two Brooks Farm II, B0610	
57	Two Brooks Farm III, B0611	
58	Peters Brook Estates, C0401	
59	Spring Ridge/ Darren Woods, C0603	
60	Crestwood/ Vantage Homes, D0605	
61	Greenwood Meadows Phase III, D0607	
62	Top of the World, D0608	
63	Top of the World I, D0708	
64	Top of the World II, D0709	
65	Top of the World, D0712	
66	Sherbrook II, C0609	
67	Sherbrook II, C0610	
68	Sherbrook II, C0611	
69	Deerfield Village, C0301	

NOTE: See **5. DESCRIPTION** for details of SWMF/CFG maintenance notification by County Road and Bridge Division to Contractor.

**County of Somerset
Department of Public Works
Road and Bridge Division**

**Storm Water Management Facility (SWMF)/County Facility Grounds (CFG)
Maintenance**

SWMF/CFG MAINTENANCE NOTIFICATION FORM

DATE OF CONTRACTOR NOTIFICATION: _____

Basin Name		Maintenance Required? YES/NO
Group 3 F/S		
70	Somerville Complex, Somerville	
71	Transportation / Vehicle Maintenance, Bridgewater	
72	Recycling, Bridgewater	
73	Van Horne House, Bridgewater	
74	Hillsborough Senior Center, Hillsborough	
75	Richard Hall / Cedar House, Bridgewater	
76	4H Center / 4H Farm, Bridgewater	
77	South County Public Works, Hillsborough	
78	Fire Academy, Hillsborough	

NOTE: See **5. DESCRIPTION** for details of SWMF/CFG maintenance notification by County Road and Bridge Division to Contractor.

APPENDIX B

SWMF/CFG MAINTENANCE REPORT

**County of Somerset
Department of Public Works
Road and Bridge Division**

**Storm Water Management Facility (SWMF)/County Facility Grounds (CFG)
Maintenance**

SWMF/CFG MAINTENANCE REPORT

Contractor: _____ Date _____

Facility No.: _____ Facility Name: _____

WORK PERFORMED IN ACCORDANCE WITH:

SWMF/CFG Maintenance Work Order No: _____ issued by County on _____

SUMMARY OF MAINTENANCE OPERATIONS:

<u>Task Performed</u>	<u>Yes</u>	<u>Date</u>	<u>No</u>	<u>If No, Summarize Reason</u>
1. Grass Mowing	_____	_____	_____	_____
2. Grass Trimming	_____	_____	_____	_____
3. Minor Debris Removal	_____	_____	_____	_____

IS COUNTY ACTION REQUIRED BEFORE UNCOMPLETED TASK(S) CAN BE PERFORMED?

_____ No _____ Yes (If Yes, Provide Further Description Below)

DESCRIBE ADDITONAL PROBLEMS/OBSERVATIONS:

APPENDIX C

LIST OF SWMFs/CFGs TO BE MAINTAINED

**County of Somerset
Department of Public Works
Road and Bridge Division**

**Storm Water Management Facility (SWMF)/County Facility Grounds (CFG)
Maintenance**

LIST OF SWMFs/CFGs TO BE MAINTAINED

NOTE: SWMF/CFG sizes are approximate only.

Basin #	Name of Detention Basin	Municipality	Directions	Area Acreage
A0406	Hillard Farms	Peapack/Gladstone	On Jackson Ave	1.9
A0501	Tiger Hill	Peapack/Gladstone	On Main St, Peapack	2.76
A0502	Sheep Hill I	Peapack/Gladstone	Between Mosely Ln and Sheep Hill Dr	4.85
A0503	Sheep Hill II	Peapack/Gladstone	On Mendham Rd	2.43
B0503	Ravenwood Estates	Bernards		2.53
B0602	Sherbrook I	Bernards	Lyons Rd, Right on to Linden Dr	4.87
B0603	Sherbrook II	Bernards	Off Lyons Rd	2.08
B0609	Two Brook Farm I	Bernards	Off Woods End Rd on Brittany	3.16
B0610	Two Brook Farm II	Bernards	On Woods End Rd	1.82
B0611	Two Brook Farm III	Bernards	Off Woods End Rd on Spring House Rd	4.53
C0301	Deerfield Village	Branchburg	Off Burnt Mills Rd., on Deerfield Village Way	0.78
C0401	Peter's Brook Estates	Bridgewater	Off Country Club on Dow Rd	3.22
C0603	Darren Woods	Bernards	On Mt. Horeb	5.29
C0609	Sherbrook II	Bernards	Valley Rd, to Bernards Dr	2.28
C0610	Sherbrook II	Bernards	Stonehouse Rd. to Governor Dr. left on Blackburn Rd.	4.07
C0611	Sherbrook II	Bernards	Stonehouse Rd, on Governor Dr	2.87
D0605	Crestwood/Vantage	Warren	Morning Glory Rd, to Winding Ridge Rd	1.86
D0607	Green Wood Meadows	Warren	Off Mt. Horeb Rd. make right on Tanglewood to Elmwood Dr.	2.5
D0608	Top of the World	Warren		1.63

Basin #	Name of Detention Basin	Municipality	Directions	Area Acreage
D0708	Top of the World I	Warren	Washington Valley Rd. on Top of the World Way	3.93
D0709	Top of the World II	Warren	On Top of the World Dr	2.06
D0712	Top of the World	Green Brook	Top of the World Way to Horizon Way	2.7
E0202	Riverview Heights	Branchburg	Off South Branch Rd to Hillcrest Rd on Grandview Dr	1.79
E0203	Sturbridge I	Branchburg	On Fairview Dr	1.12
E0204	Sturbridge II	Branchburg	On Fairview Dr	1.07
E0301	Arrowhead	Branchburg	Off South Branch Rd on Carriageway	1.4
E0302	Rolling Meadows	Hillsborough	River Rd to Riverside Dr on Deer Path	2.32
E0303	Branchville Estates	Hillsborough	On South Branch River Rd	3.84
E0304	Raritan Hills	Hillsborough	River Rd left on Norz Dr	2.65
E0501	Chelsea Village	Bridgewater	Off Adamsville Rd on Chelsea Way	2.06
F0201	West Ridge	Hillsborough	Amwell Rd to Starview Dr	3.63
F0301	Claremont Hills	Hillsborough	On Amwell Rd	3.75
F0302	Rohill Village	Hillsborough	On Beekman Ln	17.98
F0303	Contempo West	Hillsborough	On Amwell Rd	4.57
F0309	Regional Basin E	Hillsborough	Amwell Rd to Raider Blvd. on Homestead Rd	5.73
F0404	Millstone Bypass	Hillsborough	By Golf Course	2.45
F0405	Millstone Bypass	Hillsborough	By Woods Rd	1.22
F0406	Millstone Bypass	Hillsborough	On Amwell Rd	0.94
F0407	Millstone Bypass	Hillsborough	On Amwell Rd	0.52
F0408	Millstone Bypass	Hillsborough	On Amwell Rd	1.25
F0409	Millstone Bypass	Hillsborough	By Millstone River Rd	3.92
F0410	Amwell and Willow	Hillsborough	Corner of Amwell Road and Willow Road	0.29
G0101	Spring Hill	Montgomery	Rt. 518 to Spring Hill Rd, turn right on Vilburnum Dr	1.93
G0303	Season of Belle Mead	Hillsborough	Off Willow Rd to Kilmer on Michelle Ln	5.8
G0305	Hoagland Farms West	Montgomery	On Griggstown Rd by the Church	0.53
G0313	Stony Brook	Montgomery	Green Ave make right on to Berkley Ave	2.05
G0401	Carriage Hill	Hillsborough	Off Camden Rd on Frederick Ct.	2.24
G0403	Fox Chase	Hillsborough	Off Hillsborough Rd on Tally Ho Trail	11.42
G0404	Benson & Pershyn	Hillsborough	On Hillsborough Rd	6.06
G0405	Northbridge III	Hillsborough	Off Woods Rd on Penbrook Terrace	5.78
G0406	Northbridge I	Hillsborough	Off Penbrook Terr on Cornell Trail	3.26
G0407	Rudder East	Hillsborough	Riverview Terr to Walker Dr to Dow Dr	1.14

Basin #	Name of Detention Basin	Municipality	Directions	Area Acreage
G0408	Montgomery Estates	Montgomery	Township Line to Green Ave to Cedar Ln	2.61
G0411	Wychoff Estates	Hillsborough	Hillsborough Rd to Steeple Dr	7.44
G0503	Middlebush Meadows	Franklin	South Middle Rd to Bennetts Ln on Laird Terr	5.58
G0602	Bonner I	Franklin	Off New Brunswick Rd on Bayberry Dr	2.97
H0201	High Field	Montgomery	Skillman Rd make left on High Field Rd then to Lowry Ct	1.35
H0205	Van Zandt	Montgomery	CR.518 make right onto Van Zandt	1.9
H0206	Van Zandt	Montgomery	CR.518 make right onto Van Zandt	1.76
H0207	Forest Hill	Montgomery	Rt.206 to Sunset then left onto Burnt Hills right onto Westbury	1.71
H0301	Oxbridge	Montgomery	Rt. 206	4
H0302	Hoagland Farms II	Montgomery	Off Van Doren Ave, on Riverside Dr	0.97
H0304	Riversedge	Montgomery	Off River Rd on Riverview Dr	2.99
H0305	Williamsburg	Montgomery	On Bridgepoint Rd	2.59
H0307	Bridgepoint at Montgomery	Montgomery	Bridgepoint Rd to Roanoke Rd	2.19
H0308	Conover Farms	Montgomery	Off Bridgepoint Rd to Up Dikes Mill Rd on Fulling Mill Rd	3.64
H0310	Riversedge IV	Montgomery	Riverview Dr left on Edgewood Dr right on Canterbury Ln	2.45

Facility and Services

Lawn Area Estimates		
Location	Area (sf)	Approx. Acres
Somerville Complex	154,584	4
Transportation / Vehicle Maintenance	54,237	1.5
Recycling	61,202	1.5
Van Horne House	55,312	1.5
Hillsborough Senior Center	2,767	0.5
Richard Hall / Cedar House	160,379	4
4H Center / 4H Farm	356,859	8.5
South County Public Works	193,593	4.5
Fire Academy	67,761	2
Washington School	58,099	1.5
TOTAL:	1,164,793	29.5

APPENDIX D

EQUIPMENT AND EXPERIENCE STATEMENT

VENDOR NAME:	
A. DESCRIPTION OF CONTRACTOR'S EQUIPMENT	
This information set forth below relates to the minimum of five (5) mowers required by this contract. The bidder certifies that it will provide these units or equivalent units performance of this Contract in accordance with the Technical Specifications. (Note: N=New; U=Used; O=Owned; L=Leased; B=Borrowed; P=To be Purchased)	
1. Year & Make	
Year & Make, Model, Cutting Head Size, N or U?	
Cutting Head Size	
N or U?	
O, L, B or P?	
2. Year & Make	
Year & Make, Model, Cutting Head Size, N or U?	
Cutting Head Size	
N or U?	
O, L, B or P?	
3. Year & Make	
Year & Make, Model, Cutting Head Size, N or U?	
Cutting Head Size	
N or U?	
O, L, B or P?	
4. Year & Make	
Year & Make, Model, Cutting Head Size, N or U?	
Cutting Head Size	
N or U?	
O, L, B or P?	
5. Year & Make	
Year & Make, Model, Cutting Head Size, N or U?	
Cutting Head Size	
N or U?	
O, L, B or P?	
6. Year & Make	
Year & Make, Model, Cutting Head Size, N or U?	
Cutting Head Size	
N or U?	
O, L, B or P?	
Notes: 1. In order for a bid to be considered valid, this information must be completed. Failure to complete this information will result in automatic bid rejection. 2. Bidder must supply a minimum of five (5) mowing units.	

B. CONTRACTOR'S EXPERIENCE STATEMENT

1. *How many years experience does your firm have as a municipal Mowing contractor?*

How many years experience do the principals in your organization have as supervisors of municipal mowing?

Please attach resumes of all principals to evidence such experience in municipal mowing supervision.

2. *List the municipalities in which you maintain of mow municipal SWMFs under contract. Name each municipality and provide the name and telephone number of a contact person.*

Municipality, Contact Person, Telephone No.

Municipality, Contact Person, Telephone No.

Municipality, Contact Person, Telephone No.

3. *Name the municipal mowing contract you are now performing. Include the municipalities name and the date and term of each contract.*

Municipality, Contract Date, Telephone No.

Municipality, Contract Date, Telephone No.

Municipality, Contract Date, Telephone No.

4. *Has your organization ever failed at any time to complete a mowing contract or any other type of contract? If so, give details.*

5. *Have you or any member of your organization ever failed at any time to complete a mowing contract? If so, state the customer's name, contact person, and the reason(s) therefore.*

**COUNTY OF SOMERSET
BID DOCUMENT CHECKLIST**

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

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

Name of Bidder: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

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

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

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

VENDOR NAME:	
C. COST PROPOSAL	
Bidders are required to enter prices for all items described below. Partial or incomplete bids or bids with missing or incomplete prices will not be considered. The price to perform a single Maintenance Operation (as defined in 6. DEFINITIONS at each SWMF and the total price to perform a single Maintenance Cycle at all SWMFs) shall be listed in Table A below. In addition, the Total Contract Price to perform eight (8) Maintenance Cycles shall also be listed in Table A below.	
The County shall award this contract based upon the Total Contract Price Bid listed in Table A below.	
The County agrees to pay the Contractor for such successfully completed Maintenance Cycle. The payment amount shall be based upon the actual SWMFs maintained during the cycle and the total Maintenance Operation price bid in Table A below for this SWMFs.	

TABLE A: Basin Name & Number		
Group 1 - South County		
1	Bonner I, G0602	\$
2	Middlebush Meadows, G0503	\$
3	Riversedge, H0304	\$
4	Riversedge IV, H0310	\$
5	Hoagland Farms II, H0302	\$
6	Montgomery Estates, G0408	\$
7	Stony Brook, G0313	\$
8	Seasons of Belle Mead, G0303	\$
9	Benson & Pershyn, G0404	\$
10	Fox Chase, G0403	\$
11	North Ridge III, G0405	\$
12	North Ridge I, G0406	\$
13	Highfield, H0201	\$
14	Spring Hill, G0101	\$
15	Hoagland Farms West, G0305	\$
16	Regional E, F0309	\$
17	Forest Hill, H0207	\$
18	Wyckoff Estate, G0411	\$
19	Carriage Hill, G0401	\$
20	Williamsburg Estates, H0305	\$
21	Bridgepoint, H0307	\$
22	Conover Farms, H0308	\$
23	Sturbridge Section I, D0203	\$
24	Sturbridge Section II, E0204	\$

25	Claremont Hills Parcel 1, F0301	\$
26	Rohill Village, F0302	\$
27	Amwell and Willow, F0410	\$
28	Contempo West, F0303	\$
29	Bonner II / Bonner Lands, G0603	\$
30	Hoagland Farms Section II, H0302	\$
31	Riverview Heights, E0202	\$
32	Arrowhead, E0301	\$
33	Rolling Meadows, E0302	\$
34	Raritan Hills, E0304	\$
35	The Estates, E0303	\$
36	Chelsea Village, E0501	\$
37	West Ridge, F0201	\$
38	Millstone Bypass, F0404	\$
39	Millstone Bypass, F0405	\$
40	Millstone Bypass, F0406	\$
41	Millstone Bypass, F0407	\$
42	Millstone Bypass, F0408	\$
43	Millstone Bypass, F0409	\$
44	Rudder East, G0407	\$
45	Van Zandt, H0205	\$
46	Van Zandt, H0206	\$
47	Oxbridge, H0301	\$
Group 2 - North County		
48	Hillard Farms, A0406	\$
49	Tiger Hill, A0501	\$
50	Sheep Hill Det. #1, A0502	\$
51	Sheep Hill Det. #2, A0503	\$
52	Ravenswood Estates Basin 1B, B0503	\$
53	Sherbrook I, B0602	\$
54	Summit at Basking Ridge, B0603	\$
55	Two Brooks Farm I, B0609	\$
56	Two Brooks Farm II, B0610	\$
57	Two Brooks Farm III, B0611	\$
58	Peters Brook Estates, C0401	\$
59	Spring Ridge/ Darren Woods, C0603	\$
60	Crestwood/ Vantage Homes, D0605	\$
61	Greenwood Meadows Phase III, D0607	\$
62	Top of the World, D0608	\$
63	Top of the World I, D0708	\$
64	Top of the World II, D0709	\$
65	Top of the World, D0712	\$
66	Sherbrook II, C0609	\$
67	Sherbrook II, C0610	\$
68	Sherbrook II, C0611	\$
69	Deerfield Village, C0301	\$

Group 3 - Facilities & Services		
70	Somerville Complex, Somerville	\$
71	Transportation/Vehicle Maintenance, Bridgewater	\$
72	Recycling, Bridgewater	\$
73	Van Horne House, Bridgewater	\$
74	Hillsborough Senior Center, Hillsborough	\$
75	Richard Hall / Cedar House, Bridgewater	\$
76	4H Center / 4H Farm, Bridgewater	\$
77	South County Public Works, Hillsborough	\$
78	Fire Academy, Hillsborough	\$
	TOTAL SWMF MAINTENANCE OPERATION COST PER CYCLE =	\$
	TIMES NUMBER OF MAINTENANCE CYCLES =	8
	TOTAL CONTRACT BID PRICE =	\$

(Corporation)
 The undersigned is a (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 New Jersey

PO Box 3000 – 20 Grove Street
COUNTY ADMINISTRATION BUILDING
Somerville, NJ 08876-1262
PHONE: (908) 231-7043 FAX: (908) 575-3917



OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ VENDOR {BIDDER}: _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2—4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2—4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

Attach Additional Sheets If Necessary

PART 2 continued
PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

Attach Additional Sheets if Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3
PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

TITLE OF ATTACHED DOCUMENTS OR WEBLINK	PAGE #

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Somerset, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County to notify the County in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter Vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

**COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

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 Company of _____
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP numbered _____ ,
(Contract #)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 numbered 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. 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 Firm/Company)

(Signature of Affiant)

(Type of Print Name of Affiant)

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.

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:

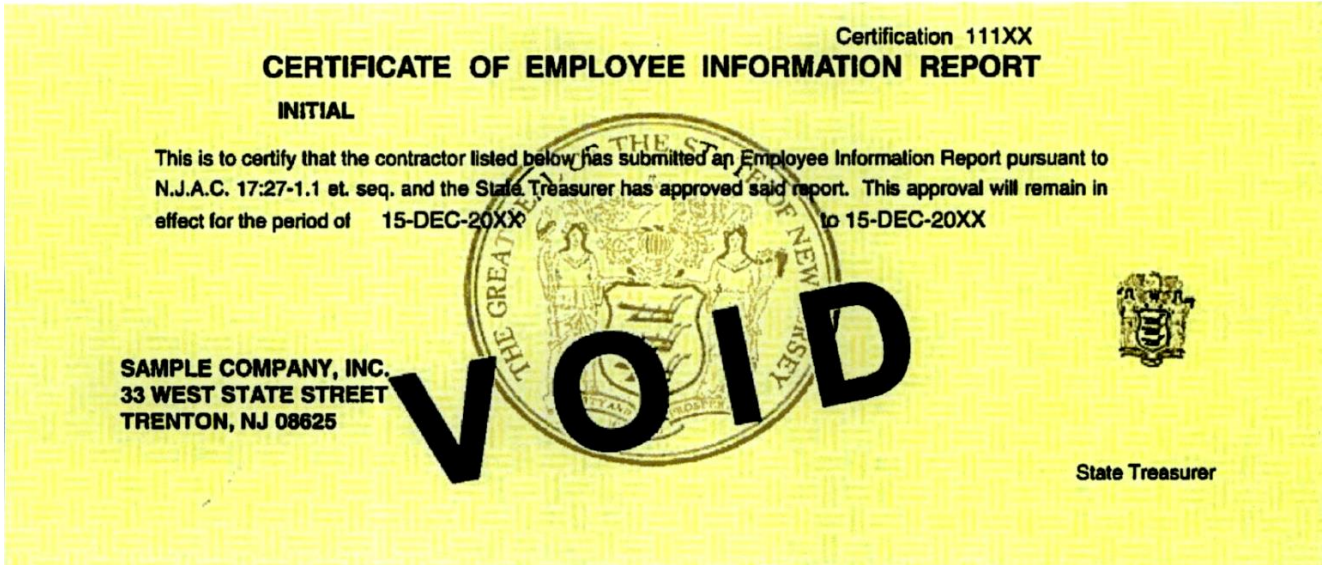
Letter of Federal Affirmative Action Plan Approval

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).

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 II 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:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED