

County of Somerset New Jersey

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

PURCHASING DIVISION
MELISSA A. KOSENSKY, QPA, CCPO, RPPO
Purchasing Agent



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NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the County of Somerset on **December 2, 2021** at **2:30 P.M.** 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:

High Water Rescue Truck for the Somerset County Prosecutor's Office Contract #:CC-9054-21

The Purchasing Division is maintaining *Social Distancing*; therefore, it is encouraged to **Mail** in your bid responses in a timely manner via USPS, UPS and FedEx, etc. If they must be hand-delivered, potential bidders may drop them off at the Main Entrance of the County's Administration Building, 20 Grove Street, Somerville, New Jersey 08876 and a Sheriff's Officer will contact the Purchasing Division to receive the responses.

We value the integrity of the procurement process, and due to the circumstances, the bid opening will be conducted via Live-Stream from the County Commissioners Meeting room. You can access the Live-Stream from the County's homepage at the prevailing date and time stated in this Notice to Bidders. During the bid opening process, the bidders will be announced as well as bid amounts. A bid review providing unit prices will not take place at the openings. Instead, this information will be posted, as always to the Purchasing webpage once available.

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 Melissa A. Kosensky, 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.

Melissa A. Kosensky, QPA, CCPO, RPPO
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 pursuant to N.J.S.A. 40A:11-24a. 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 N.J.S.A. 40A:11-21. 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 N.J.S.A. 40A:11-22.

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-End 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.

Effective May 1, 2019 a [Supplement](#) to the PWCR application must be completed for all new and renewal applications. The Supplement pertains specifically to participation in a registered apprenticeship program and possession of all licenses, registrations or certificates required by State law.

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. OWNERSHIP DISCLOSURE–N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included State of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

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. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00

General Liability Insurance

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

Automobile Liability Insurance

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

B. Certificates of the Required Insurance

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 County Commissioners at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

19. 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.

- 20. 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 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.
- 21. 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.

22. 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.

23. 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.

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

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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

32. 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.

33. 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.

34. 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.

35. 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.

36. FORCE MAJEURE

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement 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 this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

37. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:3255 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the County is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

SPECIFICATIONS

Sealed bids shall be received by County of Somerset for the furnishing and delivery of a High Water Rescue Truck, hereafter referred to as the "apparatus," as outlined in the following specifications. The apparatus shall be defined as one (1) new or one (1) stock untitled unit if it meets the specifications as outlined below. Delivery shall be within 45 (forty five) days from contract award.

1.0 INTENT OF SPECIFICATIONS

- 1.1 It shall be the intent of these specifications to cover the furnishing and delivery of a complete apparatus. These detailed specifications cover the requirements as to the type of construction, finish, equipment, and tests to which the apparatus shall conform.
- 1.2 Images and illustrative material in this specification are as accurate as known at the time of publication but are subject to change without notice. Images and illustrative material are for reference only and may include optional equipment and accessories and may not include all standard equipment.

2.0 INSTRUCTIONS TO BIDDERS

- 2.1 Each bid shall be accompanied by a set of manufacturer's set of specifications consisting of a detailed description of the apparatus, construction methods, and equipment proposed to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all components parts and equipment.

3.0 EXCEPTIONS

- 3.1 These specifications are based upon design and performance criteria which have been developed by Somerset County because of extensive research and careful analysis. Subsequently these specifications reflect the only type of rescue apparatus that is acceptable at this time and all specifications herein contained are considered as minimum.
- 3.2 Bidders shall indicate in the "yes/no" column if their bid complies on each item.
- 3.3 If a product brand name is specified and is commercially available to all bidders, an exception to such items is not acceptable and such bid may be rejected.
- 3.4 Exceptions shall be allowed if they are equal to or superior to that specified and provided, they are listed and fully explained on a separate page. All deviations, no matter how slight, shall be clearly explained on a separate sheet, in the bid sequence, citing the page and paragraph number(s) of the specifications, how the proposal deviation is different, how the deviation meets or exceeds the specifications and why it is necessary, and entitled "EXCEPTIONS TO SPECIFICATIONS". The buyer reserves the right to require a bidder to provide proof in each case that a substituted item is equal to that specified. The buyer shall be the sole judge in determination of acceptable substitutes.

4.0 SCOPE OF WORK

The following are the specifications and requirements for the apparatus:

5.0 CHASSIS OPERATION MANUAL Y ___ N ___

- 5.1 The chassis manufacturer shall provide one (1) operational manual.

6.0 APPARATUS OPERATIONAL MANUALS Y ___ N ___

- 6.1 The apparatus manufacturer shall provide two (2) operational manuals.

6.2 **Paint**

Y ___ N ___

- 6.2.1 Cab Color: RED
- 6.2.2 Description: Solid Red
- 6.2.3 Bumper Color: Red
- 6.2.4 Wheel Color: Polished Aluminum
- 6.2.5 Body Color: Polished Aluminum

7.0 CHASSIS SPECIFICATIONS

Y ___ N ___

- 7.1 One (1) Freightliner M-2 106 Series or equivalent four (4) door cab and chassis
- 7.2 GVWR: 33,000 lb.
- 7.3 Frame: steel channel type, reinforced
- 7.4 Wheelbase: 211"
- 7.5 Cab to Axle: 102"
- 7.6 Front Bumper: painted
- 7.7 Tow Hooks: front
- 7.8 Front Axle: Meritor MX-12-120 or equivalent, 12,000 lb., with heavy duty front shocks
- 7.9 Front Suspension: 12,000 lb.
- 7.10 Front Tires: two (2) Michelin XZY-3 385/65R22.5 all-terrain or equivalent
- 7.11 Front Wheels: aluminum disc wheels
- 7.12 Mud Flaps: front mud flaps
- 7.13 Rear Axle: Meritor RS-21-160 or equivalent 21,000 lb. R-Series Quiet Ride Rear Suspension: 21,000 lb.
- 7.14 Rear Tires: two(2) Michelin XZY-3385/65R22.5 all-terrain or equivalent
- 7.15 Rear Wheels: two (2) aluminum disc wheels
- 7.16 Ratio: 5.63
- 7.17 Air Brake System: equipped with air-operated brakes and an anti-lock braking system (ABS), air dryer, manual air drains
- 7.18 Engine: CUM L9 or equivalent 300EV HP @ 2000 RPM, 2200 GOV RPM, 860 LB/FT @ 1300 RPM
- 7.19 Engine Exhaust Brake: exhaust brake Cooling System: -30 degrees Fahrenheit
- 7.20 Exhaust System: horizontally mounted right side
- 7.21 Fuel Tank: 50-gallon
- 7.22 DEF Tank: 6-gallon
- 7.23 Fuel Filter: fuel/water with dash mounted alarm, indicator light
- 7.24 Transmission: Allison EVS 3000 or equivalent
- 7.25 Transfer Case: Meritor TC 4210XL or equivalent 2 speed
- 7.26 Steering: power
- 7.27 Batteries: three (3) with total 2280 CCA 12-volt batteries
- 7.28 Alternator: 270-amp Cab: four-door, with tilting fiberglass front hood assembly

8.0 CAB ACCESSORIES AND FEATURES SHALL INCLUDE

Y ___ N ___

- 8.1 Tinted glass in all windows
- 8.2 Amber DOT edge of roof clearance/marker lights
- 8.3 Gray interior trim with cloth upholstery
- 8.4 Gray vinyl floor mat
- 8.5 Dual sun visors
- 8.6 Electric windshield washer
- 8.7 Electric windshield wipers with two speed switch with wash and intermittent
- 8.8 Exterior handrails at each cab door
- 8.9 High output heater and defroster system with electronic controls
- 8.10 Dual air horns
- 8.11 Halogen headlights
- 8.12 Front turn signal lamps Power Windows
- 8.13 Climate Control: heater, defroster, and air conditioning
- 8.14 Cab Mirrors: two (2) extended style mirrors with convex

- 8.15 Cab Instruments: standard metric instruments
- 8.16 Driver's Seat: individual bucket style seat with air suspension and three (3) point safety harness
- 8.17 Passenger Seat: individual bucket style with mechanical suspension seat and three (3) point safety harness
- 8.18 Rear Seat: Bench seat with harnesses

9.0 VENT TUBE RELOCATION Y___ N ___

9.1 The drivetrain axles, DEF vent, and fuel tank shall be equipped with extended vent tubes to facilitate fording up to 40".

10.0 CHASSIS LIFT KIT Y___ N ___

10.1 The chassis shall have a 5" suspension lift kit installed to increase fording depth.

11.0 BUMPER EXTENSION Y___ N ___

11.1 There shall be a custom fabricated steel bumper extension that extends the bumper 24" forward of its original position. It shall be fastened with grade 8 hardware.

12.0 CUSTOM FABRICATED BUMPER AND GRILL GUARD Y___ N ___

12.1 The front of the vehicle shall be equipped with a, severe service, 1/4" aluminum channel shaped bumper assembly. It shall be bolted in place to the front frame extensions and angled back at corners to width of fenders. It shall be 99" wide, 14.5" high, and 3.75" deep. The side panels shall be 34" from front of bumper to fender. This unit shall be brushed aluminum.

12.2 The bumper shall be equipped with a, severe service, tubular aluminum grill guard, welded in place. It shall be fabricated out of 2" sch 40 radius bent aluminum tubing. It shall extend 34" above the top of the bumper assembly and be 99" wide. There shall be wing guards to protect the headlights, which shall be 24" above the bumper. A horizontal brace shall run parallel to the bumper. This unit shall be brushed aluminum.

13.0 CUSTOM FABRICATED CONSOLE AND SWITCH PANEL Y___ N ___

13.1 The aluminum electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.

14.0 WIRELESS WINCH CONTROLLER Y___ N ___

14.1 A Warn 90287 or equivalent wireless winch controller shall be included. It shall control the winch from up to 50' away and shall WARN truck/SUV winches with a five-wire control pack.

15.0 WINCH - FRONT MOUNTED Y___ N ___

15.1 A Warn Winch Company Model 16.5ti PN68801 or equivalent 16,500 pound capacity 12-volt electric powered winch shall be permanently installed at the front center bumper extension area. The unit shall include the following:

15.1.1 16,500 pound rated load

15.1.2 Thermo-metric indicator for motor temperature monitoring

15.1.3 Cable roller guide assembly

15.1.4 90 feet of 7/16" diameter galvanized cable and hawse fairlead & safety hook assembly shall be supplied.

15.1.5 Winch speed shall be constant with forward and reverse modes controlled with a push button device at the end of a 12 feet (12') minimum control cable which connects to the winch through a weatherproof receptacle.

16.0 REAR RECEIVER

Y ___ N ___

16.1 The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000 lb.

16.2 The rear receiver assembly shall be equipped with two (2) heavy duty rear tow loops, one (1) each side.

17.0 CUSTOM STEP- SIDE ALUMINUM BODY

Y ___ N ___

17.1 The body shall be a severe service step-side type, constructed of all aluminum. The body shall be 168" long by 100" wide, designed for an 84" cab to axle dimension. The body shall be specifically designed and engineered for off- road wildland firefighting.

18.0 FLAT-BED SUB-STRUCTURE

Y ___ N ___

18.1 The body shall have 8" x 1.75" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.

19.0 FLAT-BED CROSS-MEMBER SUB-STRUCTURE

Y ___ N ___

19.1 The cross-members shall be 3" x 2 5/16" structural aluminum I beam with cross-members on 12" centers.

20.0 FLAT-BED MOUNTING

Y ___ N ___

20.1 The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame. The flexible mounting system shall allow for body/chassis flexing during extreme off-road conditions.

21.0 SQUARE CORNERS – FLAT-BED

Y ___ N ___

21.1 The front corners of the flat-bed body shall be square.

22.0 HEADACHE RACK

Y ___ N ___

22.1 The front of the body shall have a 2" formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab. The headache rack shall have four (4) vertical 2" tubes for extra strength.

23.0 FUEL FILLER

Y ___ N ___

23.1 The fuel filler shall be located at the driver's side, below the driver's side door.

24.0 FENDER PANELS

Y ___ N ___

24.1 The lower portion of the flat-bed body shall have fender panels over and aft of the rear

wheel panel area. The panels shall be constructed of polished aluminum tread plate. The wheel well openings will be cut out to conform to the wheels.

25.0 SIDESTEP CUBICLE

Y ___ N ___

25.1 An approximate 24" wide x 24" high x 20" deep cubicle shall be constructed of polished NFPA compliant aluminum tread plate on the driver's side and passenger's side in the front of the body.

26.0 HINGED SAFETY GATE ASSEMBLY

Y ___ N ___

26.1 The step-side cubicles on the driver's and passenger's side in the front of the body shall each be equipped with a swing in safety lock gate constructed out of 1" aluminum tubing. The gates shall be locked in the closed position by a locking pin and stop bracket and shall have a hydraulic cylinder to hold the gate either in the fully open or the fully closed position.

27.0 REAR BODY PANEL

Y ___ N ___

27.1 A vertical body panel shall be installed at the rear of the body constructed of .190" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for a 30- degree angle of departure.

28.0 PROTECTIVE RAILS

Y ___ N ___

28.1 The upper body area shall be protected with radius corner 1" diameter aluminum tube railing assembly installed around the top of the body. The corners of the body shall have vertical risers' space in critical areas. The railings shall act as protection for the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper emergency lights and work lights.

29.0 BODY COVER

Y ___ N ___

29.1 The rear body assembly shall have a black vinyl tight woven cargo tarp covering the overhead area of the body interior.

30.0 HYDRAULIC LIFT GATE

Y ___ N ___

30.1 A 96" wide x 84" deep hydraulic lift gate shall be installed at the rear of the apparatus. It shall have provisions for handrails and wheelchair locks.

31.0 INTERIOR BODY BENCH SEATS WITH STORAGE

Y ___ N ___

31.1 There shall be two (2) bench seats installed on the rear flatbed body, one (1) each side. They shall be installed parallel to the body sides.

32.0 WHEELCHAIR BRACKETS

Y ___ N ___

32.1 There shall be provisions in the floor of the center portion of the body for wheelchair tie downs. They shall facilitate the stability of wheelchairs and keep them stationary.

33.0 GATE DEPLOYMENT INDICATOR

Y ___ N ___

33.1 The lift gate shall have a flashing light and audible alarm installed in the center console and at the rear of the body indicating the lift gate is in operation.

34.0 DOOR AJAR LIGHT

Y ___ N ___

34.1 A "door ajar" warning light shall be installed on cab dash. The light shall be flashing red LED light with a clear lens.

35.0 CEILING FANS

Y___ N ___

35.1 Two (2) 12-volt electric cab fans shall be installed in the rear of the cab, one (1) each side.

36.0 ELECTRICAL ENCLOSURE

Y___ N ___

36.1 An electric wiring enclosure for the 12-volt wiring shall be installed in the cab with an access panel. The dimensions of the enclosure shall be approximately 20" high, 14" wide, and 4" deep.

37.0 12-VOLT ELECTRICAL SPECIFICATIONS

Y___ N ___

37.1 The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

37.2 Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards.

37.3 The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289-degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

37.4 All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions.

37.5 When wiring passes through metal panels, electrical connections shall be secured with mechanical type fasteners and rubber grommets.

37.6 Wiring between cab and body shall be split using connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

37.7 Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

37.8 There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants, and damage.

37.9 Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125

percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

37.9.1 Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

37.9.2 All electrical wiring shall be placed in a protective loom or be harnessed. Exposed connections shall be protected by heat shrink material and sealed connectors.

37.9.3 Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

37.9.4 Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

37.9.5 A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

37.9.6 All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

38.0 ELECTRICAL HARNESS AND WIRING

Y ___ N ___

38.1 All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

39.0 BATTERY SWITCH – MASTER DISCONNECT

Y ___ N ___

39.1 A rotary type master disconnect switch shall be provided in the cab within easy reach of the driver. The switch shall have a switch plate with Off/On label.

40.0 DOT IDENTIFICATION LIGHTS

Y ___ N ___

40.1 All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

41.0 LICENSE PLATE MOUNTING

Y ___ N ___

41.1 An LED license plate light shall be installed on the rear vertical wall of the body.

42.0 BRAKE, TURN, TAILLIGHTS

Y ___ N ___

42.1 The brake / turn / tail lights shall be located with the lift gate assembly.

43.0 BACK-UP LIGHTS

Y ___ N ___

43.1 Two (2) Whelen M-Series or equivalent, 4" x 6" rear LED back-up lights shall be installed.

44.0 TRAILER PLUG

Y ___ N ___

44.1 Wiring shall be provided at the rear of the apparatus for the towing of an auxiliary trailer. A 12-volt seven (7) pin electrical connector shall be wired to the chassis stop, running, and turn lights.

45.0 GROUND LIGHTS - FRONT BUMPER Y___ N ___

45.1 Two (2) Rigid or equivalent LED ground lights shall be installed under the front bumper, one (1) on each side of the apparatus, wired to a switch in the cab.

46.0 WORK LIGHTS Y___ N ___

46.1 Eight (8) Grote #61E41 or equivalent LED step lights with clear lens shall be installed, wired to switch on the Whelen Cencom or equivalent. Location shall be: two on each horizontal support tube on bed.

47.0 FRONT BUMPER SCENE LIGHTS Y___ N ___

47.1 A Rigid Manufacturing E series 12031 or equivalent 20" spot/flood light shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.

47.2 Location shall be: front bumper/grille

48.0 SCENE LIGHTS Y___ N ___

48.1 Eight (8) Rigid Manufacturing Dually 20211 or equivalent scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.

48.2 Location shall be: Two (2) outward facing, each side of body, two (2) rear facing, two (2) headache mounted.

49.0 CAMERA SYSTEM Y___ N ___

49.1 One (1) camera system shall be furnished utilizing three (3) cameras which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections. The color monitor shall be installed in cab.

49.2 One (1) camera shall be flush mounted on the rear bed panel.

49.3 One (1) camera shall cover the interior of the body and be installed on the headache rack.

49.4 One (1) camera shall be mounted atop middle rung of grille guard.

50.0 WIRELESS INTERCOM SYSTEM Y___ N ___

50.1 A four (4) position FireCom or equivalent wireless headset system shall be installed in the chassis electrical console with wireless headset station located at the driver, office, and both rear seating locations. The headsets shall be under the helmet type wireless headsets with charging ports at stowing location. The intercom system shall be installed to allow interfacing of one (1) mobile radio. There shall be two (2) radio interface capable headsets, and two (2) intercom only.

51.0 BACK-UP ALARM Y___ N ___

51.1 One (1) Buyers #BA107 or equivalent back up alarm shall be installed.

52.0 ELECTRONIC SIREN Y___ N ___

52.1 One (1) Whelen, Model #CCSRN3 or equivalent CENCOM siren and twenty-one (21) auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted on the center console in easy reach of the driver.

53.0 SIREN SPEAKER

Y ___ N ___

53.1 One (1) Whelen Model #SA315P or equivalent Projector Series siren speaker shall be provided with bracket. The 100-watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

53.2 Location shall be: Behind the front bumper.

54.0 MOUNTING OF LIGHT BAR WITH PROTECTIVE GUARD

Y ___ N ___

54.1 The lightbar shall be mounted on the apparatus cab roof.

55.0 LIGHTBAR

Y ___ N ___

55.1 A Whelen Legacy or equivalent low profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

55.2 The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.

55.3 The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights.

55.4 The lightbar shall include clear "Take Down" and "Alley Lights".

55.5 The lightbar shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.

56.0 WARNING LIGHTS

Y ___ N ___

56.1 LOWER FRONT WARNING LIGHTS

56.1.1 Two (2) Whelen M-7 Series Model #M7RC or equivalent 3" x 7" warning lights and a chrome flange shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The lighthouses shall be surface mountable via two screws. The lighthouses shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.

56.2 INTERSECTION LIGHTS

56.2.1 Two (2) Whelen M-7 Series Model #M7RC or equivalent 3" x 7" warning lights and a chrome flange shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

56.3 LOWER REAR WARNING LIGHTS

56.3.1 Two (2) Whelen M-7 Series Model #M7RC or equivalent 3" x 7" warning lights and a chrome flange shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

57.0 FRONT CHEVRON STRIPING

Y ___ N ___

57.1 There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6" diamond grade in the following colors:
Red / Lime yellow

58.0 REAR CHEVRON STRIPING

Y ___ N ___

58.1 There shall be alternating chevron striping installed on the rear facing portion of the lift gate panel. The chevron striping shall consist of 6" diamond grade in the following colors:
Red / Lime yellow

59.0 ELECTRICAL LOAD ANALYSIS

Y ___ N ___

59.1 A 12-volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.

60.0 APPARATUS WARRANTY SKEETER MANUFACTURED ITEMS

Y ___ N ___

60.1 A three (3) year complete warranty on the apparatus; and

60.2 A five (5) year parts and labor warranty on items manufactured by the apparatus manufacturer; and

60.3 A ten (10) year warranty on the structural integrity of the body.

61.0 DELIVERY

61.1 Apparatus, to ensure proper break in of all components while still under warranty, shall be delivered under its own power. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

62.0 DELIVERY FRAME TO CUSTOMER

62.1 Apparatus and equipment shall be delivered within **45 days after receipt of contract award**, and to be delivered to 750 E. Main Street Bridgewater, NJ 08807.

63.0 MANUFACTURE LOCATION

63.1 The bidder shall state the location of the factory where the apparatus is to be built.

**COUNTY OF SOMERSET
BID DOCUMENT CHECKLIST**

**Required
With
Bid**

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

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

- Ownership Disclosure Form _____
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) _____
- Required Evidence EEO/Affirmative Action Regulations Questionnaire _____
- Non-Collusion Affidavit _____
- Bid Guarantee (bid bond or certified/cashier's check) _____
(with Power of Attorney for full amount of Bid Bond)
- Consent of Surety (Certificate from Surety company) _____
- Surety Disclosure Statement and Certification _____
- Performance Bond _____
- Labor and Material (Payment) Bond _____
- Maintenance Bond _____

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

- Business Registration Certificate – Bidder – Prefer with Bid Response. Required by Law prior to award of contract _____
- A Manufacturer's set of specifications consisting a detailed description of the apparatus, construction methods, equipment proposed-Submit with bid response. (Ref. in section 2.1) _____
- Bidder shall state location of factory where apparatus is to be built-Submit with bid response. (Referenced in section 63.1) _____
- License(s) or Certification(s) Required by the Specifications _____
- Disclosure of Investment Activities in Iran- Prefer with bid response. Required by law prior to award of contract. _____

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

- Three (3) references for similar projects _____
- Authorization for Background Check _____
- Catalog/Price List _____
- Product Samples _____
- Certification of Available Equipment _____
- Other: Printed Original and one Copy (Referenced in section 1., B., (3) of General Instructions) _____
- Other: _____

D. READ ONLY

Americans With Disability Act of 1990 Language _____

E. OPTIONAL ITEM(S)

- County Cooperative Contract Option _____

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

Name of Bidder: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

**COUNTY OF SOMERSET, New Jersey
BID PROPOSAL FORM/SIGNATURE PAGE**

**TO THE COUNTY OF SOMERSET
 BOARD OF COUNTY COMMISSIONERS:**

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:

**High Water Rescue Truck for the Somerset County Prosecutor's Office
 Contract #:CC-9054-21**

Item	Description	Estimated Quantity	Unit Cost	Total Cost
1	High Water Rescue Truck for the Somerset County Prosecutor's Office as per Specifications	1	\$	\$

The undersigned is a _____ (Corporation)
 _____ (Partnership) under the laws of the State of _____ having its
 _____ (Individual)

Principal office at _____

 Company

 Federal I.D. # or Social Security #

 Address

 Signature of Authorized Agent

 Type or Print Name

 Title of Authorized Agent

 Date

 Telephone Number

 Email Address

 Fax Number



County of Somerset 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.

- | | <u>YES</u> | <u>NO</u> |
|---|--------------------------|--------------------------|
| 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.

<u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u>	<u>PAGE #</u>

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, NEW JERSEY
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)

COUNTY OF SOMERSET, NEW JERSEY
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: _____

COUNTY OF SOMERSET, NEW JERSEY
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

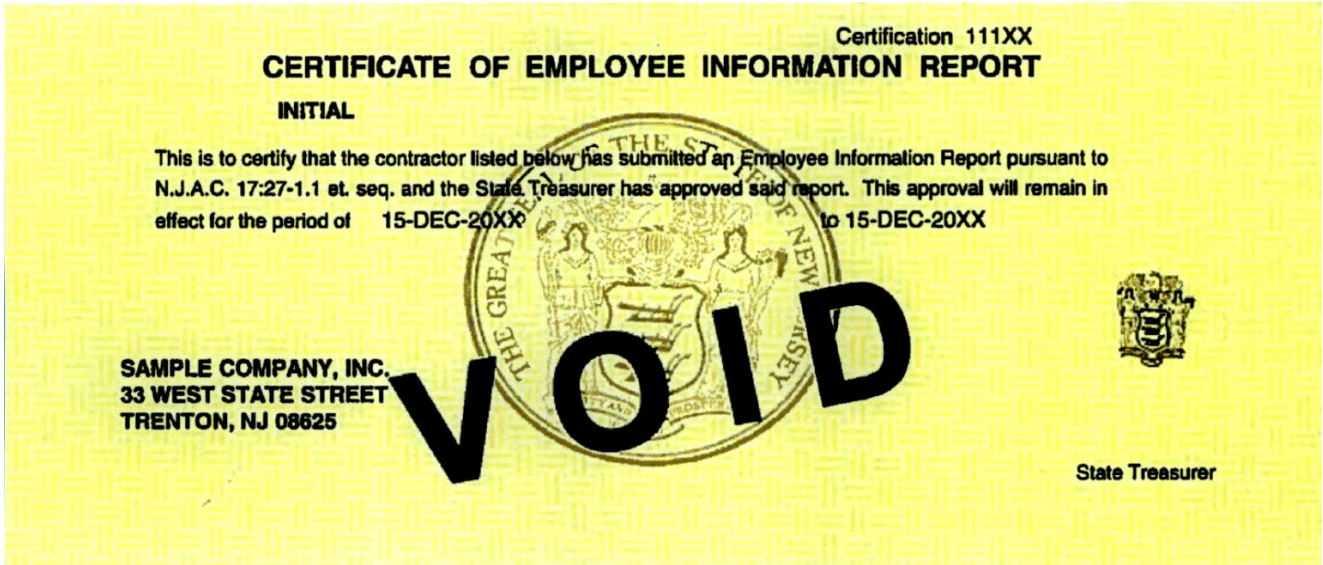
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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, NEW JERSEY

**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, NEW JERSEY

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, New Jersey

Disclosure of Investment Activities in Iran

Bidder Name:	
---------------------	--

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 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 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 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.

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 and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

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.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 the County of Somerset 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 of Somerset to notify the County of Somerset 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 the County of Somerset and that the County of Somerset at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

COUNTY OF SOMERSET, NEW JERSEY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED