County of Somerset New Jersey

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

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



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

NOTICE REQUEST FOR QUOTATIONS

The County of Somerset is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed responses will be received by the Purchasing Agent on or by <u>March 16, 2022</u> at <u>2:00pm</u> in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place responses will be opened for:

Maintenance and Service for Kitchen and Laundry Equipment at the Somerset County Jail CONTRACT #: RFQ-0022-22

RFQ responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the respondent and the "RFQ TITLE NAME & CONTRACT #" on the outside, addressed to Melissa A. Kosensky, Purchasing Agent, at the address above.

Specifications and instructions may be obtained at the Purchasing Office or on the County Website, www.co.somerset.nj.us

Any RFQ Addenda will be issued on the County website and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested respondents should check the website from now through RFQ opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Melissa A. Kosensky, RPPO, QPA Purchasing Agent

Date Posted to Web: February 16, 2022

1. Introduction

Somerset County Jail is seeking qualified service vendors to maintain and repair kitchen and laundry equipment including combi oven, ice machine, dishwasher food warmers, griddles, refrigerator units, freezer units, walk-in freezers, walk-in refrigerators, food serving conveyor belt, tilt skillet, deep fryer, and washers and dryers. The Equipment is located in the Somerset County Jail's kitchen, 40 Grove Street, Somerville, NJ 08876.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this quotation solicitation process, the subsequent Purchase Order and goods and or services delivery. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Somerset, hereinafter referred to as owners, to determine the quote as non-responsive and will be a factor in the determination of an award of a Purchase Order. The contents of the quote of the successful Respondent, as accepted by the owner, will become part of any Purchase Order awarded as a result of this solicitation.

2.1 Schedule

The dates established for respondent proposals, proposal review, contractor selection and project initiation are:

1. Release of RFQ February 16, 2022

2. Proposal Due Date March 16, 2022 at 2:00pm

3. Blanket Purchase Order Execution March 2022

2.2 Proposal Submission Information

Submission Date and Time:

March 16, 2022 at 2:00 P.M.

One (1) Original **signed in ink** and one (1) copy.

Three (3) ring binders or elaborate binding is unnecessary.

Submission Office:

Office of the Purchasing Agent Administration Building – 3rd Floor 20 Grove Street Somerville, NJ 08876

Clearly mark the submittal package with the title of this RFQ and the name of the responding firm, addressed to the Purchasing Agent. The original quote/proposal shall be <u>signed in ink</u> and marked to distinguish it from the <u>one (1) copy</u>. <u>Faxed or emailed proposals will NOT be accepted</u>.

Only those RFQ responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Department

Somerset County Jail 40 Grove Street Somerville, NJ 08876

2.4 County Representative for this Solicitation

Please direct all questions in writing to: Melissa A. Kosensky, RPPO, QPA Purchasing Agent

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

Email: PurchasingDiv@co.somerset.nj.us

Questions by prospective respondents concerning this RFQ may be addressed to Melissa A. Kosensky, RPPO, QPA, Purchasing Agent for the County of Somerset in writing via fax at 908-575-3917 or by email: purchasingDiv@co.somerset.nj.us. Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. NO employee of the County of Somerset is authorized to give interpretations of any portion of this RFQ or to give information as to the requirements for the RFQ in addition to that already contained in the RFQ unless as a formal addenda.

Interpretations of the RFQ or additional information as to its requirements, when necessary, shall be communicated to prospective respondents **only** by written addendum issued by the Purchasing Agent of the County of Somerset.

Please identify the contract name, number and note Request for Information as the subject line when submitting a request by fax or email.

2.5 Interpretations and Addenda

Respondents are expected to examine the RFQ with care and observe all its requirements. All questions about the meaning or intent of this RFQ, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda posted to website and mailed or delivered to all parties recorded as having received the RFQ package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFQ, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive.

Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 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. <u>Goods, Professional Services and Service Contracts</u>
 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 respondent 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

2.8.3 Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

2.8.4 Ownership Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFQ response/bid or accompanying the RFQ response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or

partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFQ proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFQ proposal/bid. Failure to comply requires mandatory rejection of the RFQ proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFQ.

2.8.5 Non-Collusion Affidavit - N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of this RFQ, shall be properly executed and submitted with the RFQ response.

2.8.6 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.

2.8.7 "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.

2.8.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Contractor.

2.8.9 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 shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

Indemnification

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

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 contractor 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 contractor 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 contractor.

Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for owner.

The contractor shall provide the owner with a Certificate of Insurance naming the County of Somerset as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

Errors and Omissions Insurance

- A. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the County from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$2,000,000.00 dollars per occurrence and \$4,000,000.00 dollars in the aggregate.
- B. Certificates of the Required Insurance Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the County with a Certificate of Insurance naming the County, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

Somerset County will not accept Mutual Limitation of Liability terms.

2.8.10 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 owner 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.

2.8.11 Proof of Licensure

Proof of licensure for providing Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.8.12 Disclosure of Investment Activities in Iran - P.L. 2012, c. 25

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFQ, the contractor agrees to extend the terms and conditions of this RFQ, 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 owner may solicit the goods and/or services from any respondent on this contract.

2.10 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.11 Reserved

2.12 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.13 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.14 Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFQ is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the owner.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

2.15 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner 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 owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.16 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.17 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.

- **2.18** 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.
- **2.19** The terms of this contract 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.

2.20 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFQ's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.21 Payment

Invoices shall be submitted monthly and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

Somerset County will provide a sample Progress Report and Invoice for the Hired Consultant to ensure compliance.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1. Deliverables not complying with the project specification;
- 2. Claims filed or responsible evidence indicating probability of filing claims;
- 3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

2.22 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.

2.23 Ownership of Material

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

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

Under state and federal statutes, certain government records are protected from public disclosure. The County, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The County reserves the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

2.24 Source of Specifications/RFQ Packages

Official County Request for Quote (RFQ) packages for routine goods and services are available from www.co.somerset.nj.us at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied RFQ documents.

2.25 Altering Official Document

Respondents shall not write in any margins or alter the official content of Somerset County RFQ document.

2.26 RFQ Preparation of Forms

RFQs <u>must be signed in ink by the respondent</u>; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

2.27 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

2.28 PREA (PRISON RAPE ELIMINATION ACT) COMPLIANCE

A. Zero Tolerance

- 1. In compliance with PREA [the Prison Rape elimination Act of 2003 [Federal Law 42.U.S.C. 15601 ET. Seq.], the Somerset County Jail maintains a "zero tolerance for sexual harassment or sexual abuse of any kind. Zero tolerance for sexual harassment and sexual abuse extends to all contractors, volunteers, interns, and professional visitors.
- 2. Contractors, volunteers, interns, and professional visitors will comply with the Prison Rape Elimination Act of 2003 and all applicable PREA Standards and Somerset County Jail Policies related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual harassment and sexual abuse within the Somerset County Jail or any program operated by the Somerset County Jail.

B. Training

- 1. The Somerset County Jail will ensure that all contractors, volunteers, interns and professional visitors who have contact with inmates have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures and also with respect to the Somerset County Jail's "Zero Tolerance" policy for sexual harassment and sexual abuse.
- The level of training a contractor, volunteer or intern receives will be based on the services
 they provide and the level of contact they have with inmates. The contractor, volunteer,
 intern and/or professional visitor acknowledges that, in addition to "self-monitoring
 requirements," the Somerset County Jail will conduct announced or unannounced,
 compliance monitoring.
- 3. The Somerset County Jail will maintain documentation confirming that contractors, volunteers, interns and professional visitors understand the training they have received.

C. PREA Acknowledgment Form

1. All personnel (contractors, volunteers, interns or professional visitors) working within the jail must sign and date the acknowledgment PREA form in order to render any services within the facility. By signing this acknowledgement form, said person is agreeing that they understand, comprehend and will adhere to all above mentioned requirements and/or penalties which relate to PREA. Failure to sign the acknowledgement form will result in immediate exit of the facility.

D. Bias Incidents

- 1. All contractors, volunteers, interns and professional visitors who will be providing services to any inmate must understand what a "bias" incident is.
- 2. A bias incident is any act that is directed toward an individual based upon their actual or perceived background (age, color, disability, gender identity or expression, marital status, national origin, race, religion, sex, sexual orientation, or veteran status).

E. Reporting/Allegations

- 1. If at any time during services a contractor, volunteer, intern or professional visitor witness sexual harassment, sexual abuse, or a bias incident; they shall immediately report the incident to the highest-ranking Jail Administrator [Warden, Deputy Warden or Chief]. In cases where Jail Administrators are not available, the contractor, volunteer, intern and/or professional visitor shall immediately report the incident to the Shift Commander.
- 2. All allegations of sexual harassment and sexual abuse will be thoroughly investigated for violations of internal policies and, where applicable, criminal statutes. Contractors, volunteers and interns must agree to provide their full cooperation if an investigation for sexual abuse or harassment is initiated.
- 3. Any contractor, volunteer, or intern who, while providing services for the Somerset County Jail, engages in sexual harassment or sexual abuse, shall be prohibited from contact with inmates and shall be reported to the appropriate law enforcement agency, unless the activity was clearly not criminal, and to relevant licensing bodies where applicable. Failure to comply with PREA, including PREA Standards and Somerset County Jail Policies may result in termination of the contract.

2.29 EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY

The Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, certified, service technicians directly employed and supervised by the Contractor. As proof, the Contractor shall submit with this bid a brief resume of similar contracts that the Contractor has successfully serviced in the past, together with references. In addition, the Contractor shall submit with this bid a brief resume of each and every technician who may be assigned to work under this contract, along with certificates and other supporting documentation, demonstrating completion of appropriate training as well as specific training by the manufacturers of each of the systems and major components included in this contract. Subsequently, the Contractor shall submit similar resumes for any additional employees prior to their assignment to this contract. Any and all employees performing work under this contract shall be satisfactory to the Owner(s). The Contractor and its employees shall be experienced and qualified in the installation of the particular brands and types of systems included in this contract, and shall be equipped with the necessary installation unit.

No one, except authorized employees of the Contractor who have been pre-approved by the County's Sheriff, shall be admitted to any Owner(s) facilities to work under this contract. Each and every employee of the Contractor shall wear an identification badge with photograph.

Inasmuch as work under this contract requires access to the Jail holding areas and related secure facilities, each and every employee of the Contractor and Subcontractor will sign an <u>Authorization for Background Check</u> form and <u>Bureau of Criminal Identification</u> form and submit to fingerprinting and a background check by the Somerset County's Sheriff's Office prior to being assigned under this contract. The Contractor/Subcontractor shall not assign any employee who is not approved in advance. The Contractor's employees may be subject to search when entering or while working in the Jail.

Inasmuch as work under this contract is performed in the Jail, the Contractor is responsible for informing the Contractor's employees of the special restrictions on personal behavior and procedures, and the potential penalties for violations, as follows:

Contractor vehicles shall be parked in an area designated by the Owner(s) and shall be locked at all times.

Tools shall be inventoried upon entry and kept in a secure (locked) area when not in use to ensure complete accountability. While tools are in use, they shall be kept in view or on the person. Broken or non-usable tools shall be disposed of right away from the owner's property. Any missing tools shall be reported promptly to the Owner(s). Particular attention should be paid to tools that may be used as weapons or instruments of escape.

Fraternizing or developing personal relationships with inmates is not permitted. This includes, but is not limited to, trading, bartering, or receiving gifts, money, favors from inmates, or inmates' friends, relatives or representatives.

Alcoholic beverages and controlled substances shall not be possessed, carried, stored or consumed on the Owner(s)'s premises.

Gambling or wagering of any type is not permitted on the Owner(s)'s premises.

Weapons or implements of escape (other than those referenced above) are not permitted on the Owner(s) premises. Non-compliance with this policy may result in criminal charges.

2.30 IMPLEMENTS FOR ESCAPE; OTHER CONTRABAND

- a. Escape implements.
- (1) A person commits an offense if he knowingly and unlawfully introduces within an institution for commitment of persons under N.J.S.A. 2C:4-8 or a detention facility, or knowingly and unlawfully provides an inmate with any weapon, tool, instrument, document or other thing, which may be useful for escape. The offense is a crime of the second degree and shall be punished by a minimum term of imprisonment, which shall be fixed at no less than three years if the item is a weapon as defined by N.J.S.2C: 39-1(r). Otherwise it is a crime of the third degree.
- (2) An inmate of an institution or facility defined by paragraph (1) of subsection a. of this section commits an offense if he knowingly and unlawfully procures, makes, or otherwise provides himself with, or has in his possession, any such implement of escape. The offense is a crime of the second degree and shall be punished by a minimum term of imprisonment, which shall be fixed at no less than three years if the item is a weapon as defined by N.J.S.2C: 39-1(r). Otherwise it is a crime of the third degree.
 - "Unlawfully" means surreptitiously or contrary to law, regulation or order of the detaining authority.
- b. Other contraband. A person commits a petty disorderly persons offense if he provides an inmate with any other thing, which the actor knows or should know it is unlawful for the inmate to possess.

As used here, the word "weapon" means any implement readily capable of lethal use and shall include any firearm, knife, dagger, razor, other cutting or stabbing implement or club, including any item that has been modified or adapted so that it can be used as a firearm, knife, dagger, razor, other cutting or stabbing implement or club. The word "firearm" includes any unloaded firearm and the unassembled components of a firearm.

Contraband shall not be permitted on the Owner(s)'s premises. Non-compliance with this policy may result in criminal charges.

2.31 FIREARMS, OTHER DANGEROUS WEAPONS AND INSTRUMENTS OF CRIME

f. "Firearm" means any handgun, rifle, shotgun, machine gun, automatic or semi-automatic rifle, or any gun, device or instrument in the nature of a weapon from which may be fired or ejected any solid projectile ball, slug, pellet, missile or bullet, or any gas, vapor or other noxious thing, by means of a cartridge or shell or by the action of an explosive or the igniting of flammable or explosive substances. It shall also include, without limitation, any firearm which is in the nature of an air gun, spring gun or pistol or other weapon of a similar nature in which the propelling force is a spring, elastic band, carbon dioxide, compressed or other gas or vapor, air or compressed air, or is ignited by compressed air, and ejecting a bullet or missile smaller than three-eighths of an inch in diameter, with sufficient force to injure a person.

r. "Weapon" means anything readily capable of lethal use or of inflicting serious bodily injury. The term includes, but is not limited to, all (1) firearms, even though not loaded or lacking a clip or other component to render them immediately operable; (2) components which can be readily assembled into a weapon; (3) gravity knives, switchblade knives, daggers, dirks, stilettos, or other dangerous knives, billies, blackjacks, bludgeons, metal knuckles, sandclubs, slingshots, cesti or similar leather bands studded with metal filings or razor blades imbedded in wood; and (4) stun guns; and any weapon or other device which projects, releases, or emits tear gas or any other substance intended to produce temporary physical discomfort or permanent injury through being vaporized or otherwise dispensed in the air.

Smoking is prohibited in the County facilities. It is also prohibited to bring any tobacco products, matches, lighters, etc. onto the Jail premises. Violators of this policy will be cited for a first degree misdemeanor and be removed and barred from the premises.

3. Scope of Work

INTENT

It is the intent of this RFQ, to secure qualified service technicians to complete repairs required on kitchen equipment and laundry equipment located at the Somerset County Jail.

Somerset County, at its option, may split the award of repairs between more than one contractor.

GENERAL REQUIREMENTS

- Contractors submitting quotes are required to have repair experience on the equipment they have check-marked on the proposal page.
- Since the equipment is located in a secured detention facility, contractor's personnel will comply with background checks prior to entering and performing work at the jail. Background check forms are located on pages 33-35 of this document.
- Normal hours for repairs will be between 7 am and 5 pm Monday through Friday. Vendor will coordinate times/dates of repairs with the kitchen officer and/or Administrative Lieutenant.
- A service call made by noon and that has commenced prior to 5 pm will be billed at regular rate hours. Contractor will make every effort to avoid the necessity for overtime charges except in emergence situations.
- The County will not incur charges for the contractor dispatching more than one service technician without prior authorization from the kitchen officer and / or Administrative Lieutenant.
- Invoices must itemize equipment serviced, location, date, and type of service.
- Hourly labor rates shall remain firm for one year (March 2022 March 2023).
- Successful Contractor shall be required to supply all parts, tools, labor necessary to make repairs.
- Successful Contractor shall provide only first quality products meeting original equipment manufacturer specifications but are not required to be provided by OEM.
- All labor and parts shall be under warranty for a minimum of ninety (90) days.
- Contactor shall have dispatch service to provide 24/7 response time and must include after hours, weekend and holiday service.
- Service technicians are required to wear a visible name/company badge uniform preferred.
- Service technicians are responsible to leave the work site in a clean and safe condition. All trash must be removed. None of the service technicians' equipment or supplies are to be left on County premises.

COVID-19

The Somerset County Correctional Facility is considered a "High-risk congregate setting" per Governor Murphy's Executive Order#283 signed January 19, 2022. All covered workers and/or their employer <u>must</u> provide adequate proof that they are up to date with their COVID-19 vaccinations and comply as per the Executive Order. Contracted workers are considered covered workers under this order. As such, all contracted employees of the vendor that will be working at any time within the confines of the Somerset County Correctional Facility must cooperate and abide with the Administrative Orders issued pursuant to Executive Order#283.

Precautions: All service technicians will follow all COVID-19 protocols as set forth by the Somerset County Jail, including, but not limited to: Mask wearing, pre-entry temperature check and wellness check. All service technicians entering the Somerset County Jail must certify that they do not have any COVID-19 associated symptoms and shall be required to undergo a self-administered Rapid COVID test (provided by the Somerset County Jail). Any service technician exhibiting signs or symptoms of COVID-19 or who tests positive will not be allowed entrance into the Somerset County Jail.

COUNTY OF SOMERSET EXCEPTIONS

For each exception, the respondent must identify the specific section of specifications by providing the number and title the exception applies to. It is the responsibility of the respondent to document the equivalence claim in writing. Submitting product brochures is not an acceptable claim of equivalence.

(<u>IF NONE SO STATE</u>)		

USE ADDITIONAL SHEET IF NECESSARY

4. Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

- 1. Name of government agency or comparable private entity.
- 2. Contact person's name, position, and current telephone number.
- 3. Dates, cost and scope of service.
- 4. Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.3 Reserved

4.4 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

- 1. Proposal Cost Form/Signature Page
- 2. Non-Collusion Affidavit
- 3. Ownership Disclosure
- 4. Affirmative Action Statement
- 5. Acknowledgement of Receipt of Addenda
- 6. Disclosure of Investment Activities in Iran

4.5 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFQ responses shall remain open for a period of sixty (60) calendar days from the stated submittal. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFQ and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFQ.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. The County reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary during the deliberation process.

Evaluation Team – RFQ respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

This will be based on the quality of the content of the RFQ and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFQ. The proposals will be evaluated for general compliance with instructions and requests issued in the RFQ. Non-compliance with significant instructions will be grounds for disqualification of proposals.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFQ. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.3 Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFQ. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal. (See 4.1 and 4.2).

5.4.4 Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.5 Cost

Price shall be based on hourly rate as stated on the proposal cost form. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFQ.

5.5 Payment

Invoices shall be submitted monthly and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1. Deliverables not complying with the project specification;
- 2. Claims filed or responsible evidence indicating probability of filing claims;
- 3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

5.6 Term of the contract

The term of this contract is for twelve consecutive months.

5.6 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

COUNTY OF SOMERSET RFQ DOCUMENT CHECKLIST

Required With RFQ		Read, Signed & Submitted Respondent's Initial
A.	FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFQ	
	Ownership Disclosure Form Non-Collusion Affidavit Required Evidence EEO/Affirmative Action Regulations Questionnaire— Submit Copy of State	
	Certificate of Employee Information Report Proposal Cost Form/Signature Page Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) Disclosure of Investment Activities in Iran - Submit with response Other:	
B.	MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED	_
	Business Registration Certificate – Respondent – Prefer with RFQ Response. Required by Law prior to award of contract Business Registration Certificate – Designated Subcontractor(s) – Prefer with RFQ Response. Required by Law prior to award of contract	
	License(s) or Certification(s) Required by the Specifications Certificates of the Required Insurance naming County Additionally Insured – Prefer with RFQ Response. Required prior to award of contract	
	Authorization for Background Check – Prior to work	
C.	FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF RFQ MAY BE CAUSE FOR REJECTION	_
	Qualification Statement Key Personnel Information Three (3) references for similar projects Projected project plan and timeline (Gantt Chart) Other:	
D.	READ ONLY	_
	Americans With Disability Act of 1990 Language	
ho	is checklist is provided for respondent's use in assuring compliance with required docum wever, it does not include all specifications requirements and does not relieve the response need to read and comply with the specifications.	
Na	me of Respondent: Date:	
Ву	Authorized Representative:	
Sig	nature:	
Pri	nt Name & Title:	

PROPOSAL COST FORM/SIGNATURE PAGE

TO THE COUNTY OF SOMERSET BOARD OF CHOSEN FREEHOLDERS:

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

Maintenance and Service for Kitchen Equipment at the Somerset County Jail CONTRACT #: RFQ-0022-22

Hourly labor rate (Hourly rate must include travel time. Do not bill travel time separately):	\$
Overtime/holiday hourly rate:	\$
Repair parts. Indicate percentage markup or discount on list price for part	s:%
Indicate items you are able to repair:	

Description	Make	Model	Able to repair (Indicate with an X)
Combi Oven	Blockett	COS20E	
Deep Fryer	Pitco	SG18/JS	
Dishwasher (Conveyor Type)	Hobart	CL44eN-BAS	
Food Disposal	Hobart	FD4/150	
Food Serving Conveyor Belt	Servolift	FBC 16	
Food Warmers (2)	Vulcan	VBP15LL	
Freezer (Bread Room)	Traulsen	G22010	
Griddle	Star	872TA	
Ice Machine	Manitowoc	QD0213W	
Prep Table	Randell	9040K-7	
Refrigerator (Kitchen)	Traulsen	G10010	
Refrigerator (ODR)	Traulsen	G10010	
Stand Alone Mixer	Hobart	H600	
Steam Tables (3)	Servolift	501	
Tilt Skillet	Cleveland	SGT-30TR	

Description	Make	Model	Able to repair (Indicate with an X)
Walk In Freezer - Kitchen	Imperial Brown (Box)	UDS4 *	
Walk In Freezer - Basement	Bally (Box)	No Model Number **	
Walk In Refrigerator - Kitchen	Imperial Brown (Box)	UDS4 *	
Walk In Refrigerator - Basement	Bally (Box)	No Model Number **	
Water Softening System	Hobart	WS-40	
Commercial Clothes Dryer (2)	Continental	KT075NRQF6F2W01	
Commercial Clothes Washer (2)	Continental	L1125OM21020	

^{*} Kitchen Walk in units are made by Imperial Brown. Cooling and Freezer parts are made by BOHN. Model unfounded.

(Corporation) The undersigned is a (Partnership) under the laws of the Sta (Individual)	te of having its
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	

^{*} Kitchen Refrigeration is made by HeatCraft unit model ADT140AEK. Kitchen Freezer unit is made by HeatCraft Model LET120BEK.

^{**} Basement Walk In Cooling and freezing units are made by HeatCraft. The Refrigeration unit model is ADT065AEK. The Freezer unit model is LET075BEK



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

			
	PART 1		
	UESTIONS BELOW BY CHECKING EITHER THE "Y		
	TERING INTO A CONTRACT WITH THE STATE ARI PLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-2		
	/ENDOR/BIDDER IS A NON-PROFIT ENTITY, THE		D.
		_	
		YES NO	
re there any individuals, corp 0% or greater interest in the	porations, partnerships, or limited liability companies of Nepdor (Bidder)?	owning a	
	ESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM	l.	
IF THE ANSWER TO QUEST	TION 1 IS "YES", PLEASE ANSWER QUESTION 2—4 BEL	.ow.	
if those parties owning a 10% arties individuals?	6 or greater interest in the Vendor {Bidder}, are any o	of those	
	6 or greater interest in the Vendor {Bidder}, are any o	of those \Box	
arties corporations, partnersh	hips, or limited liability companies?		
ANT OF THE ANSWERS TO QUI	BELOW.	SILD INFORMATION IN PART	_
	DADT 2		
PLEASE PROVIDE FURTH		4 ANSWERED AS "YES".	
	stions 2, 3, or 4, you must disclose identifying informa		s,
			.,
	pility company. This information is required by statute		
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ITY	STATE	ZIP	_
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ttach Additional Sheets If Neo			_
f those parties owning a 10% arties corporations, partnersh you answer to Question 3 is a the corporation, partnership ANY OF THE ANSWERS TO QUESTION	"YES", are there any parties owning a 10% or greate o, or limited liability company referenced in Question 3 IESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUES BELOW. PART 2 IER INFORMATION RELATED TO QUESTIONS 2—4 stions 2, 3, or 4, you must disclose identifying informa and/or limited liability companies owning a 10% or greater of these entities is itself a corporation, partnership ties that own a 10% or greater interest in that corporability company. This information is required by statute INDIVIDUALS STATE STATE STATE	r interest 3? STED INFORMATION IN PAR 4 ANSWERED AS "YES". Ition related to the individule eater interest in the Vendor po, or limited liability comparation, partnership, or limited eater. ZIP ZIP	al r ny

PARTNERSHIF	PART 2 continued PS / CORPORATIONS / LIMITED LIABILI	TY 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		1
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE	ZIP
Attach Additional Sheets If Nece	ssary	
Ownership disclosure (name and address	PART 3 ICLY TRADED PARENT COMPANY DISCLO i) can be met by submitting the last annual filing o	f an SEC or similar foreign regulator
document or providing the website link to	o such documents, and include relevant page num	bers. See N.J.S.A 52:25-24.2.
TITLE OF A	TTACHED DOCUMENTS OR WEBLINK	PAGE #
Attach Additional Sheets if Necess	sarv	
Actual Additional Directs in Neces.		
information and any attachments hereto, Somerset, NJ is relying on the information the date of this certification through the changes to the information contained her misrepresentation in this certification. If	CERTIFICATION norized to execute this certification on behalf of the to the best of my knowledge are true and comple in contained herein, and that the Vendor {Bidder} completion of any contract(s) with the County to nein; that I am aware that it is a criminal offense to I do so, I will be subject to criminal prosecution un the County, permitting the County to declare any	te. I acknowledge that the County of is under a continuing obligation from lotify the County in writing of any o make a false statement or and the law, and it will constitute a
Signature (Do not enter Vend	or ID as a signature) Date	
Print Name and Title		
FEIN/SSN		

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

State of				
County of				
<u> </u>				
I,	residing in			
I, (Name of Affiant)	<u> </u>	(Name of Municipality)		
in the County of	and State of	of full age,		
being duly sworn according to law on my oath	n depose and say that:			
I am (Title or Position)	of the Company of			
(Title or Position)		(Name of Firm/Company)		
the Bidder/Respondent making this Proposal	for the Bid/RFP numbered			
and that I executed the said Proposal with ful	I authority to do so; that s	(Contract #) said Bidder/Respondent has not,		
directly or indirectly entered into any agreem	ent, participated in any co	llusion, or otherwise taken any		
action in restraint of free, competitive bidding	in connection with the ab	ove numbered project; and that		
all statements contained in said Proposal and	in this affidavit are true a	nd correct, and made with full		
knowledge that the County of Somerset relies	s upon the truth of the stat	tements contained in said Proposal		
and in the statements contained in this affida	vit in awarding the contrac	ct. I further warrant that no person		
or selling agency has been employed or retain	ned to solicit or secure suc	h 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)				
		(Name of Firm/Company)		
(Signature of Affiant)	_			
(Type of Print Name of Affiant)	_			

COUNTY OF SOMERSET 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 respondents 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:

	lowing documents:
	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.
	you have a federally-approved or sanctioned EEO/AA program? Yes \square No \square 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.
	you have a State Certificate of Employee Information Report Approval? Yes \Box No \Box 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.
	e successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on e Division website www.state.nj.us/treasury/contract_compliance .
	e successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal appropriately places are placed with a copy to Public Agency.
red	e undersigned vendor certifies that he/she is aware of the commitment to comply with the quirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of idence.
	e undersigned vendor further understands that his/her bid shall be rejected as non-responsive if d contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.
CC	MPANY: SIGNATURE:
PR	INT NAME:

DATE: _____

EXHIBIT A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. I7:27-5.2.

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:

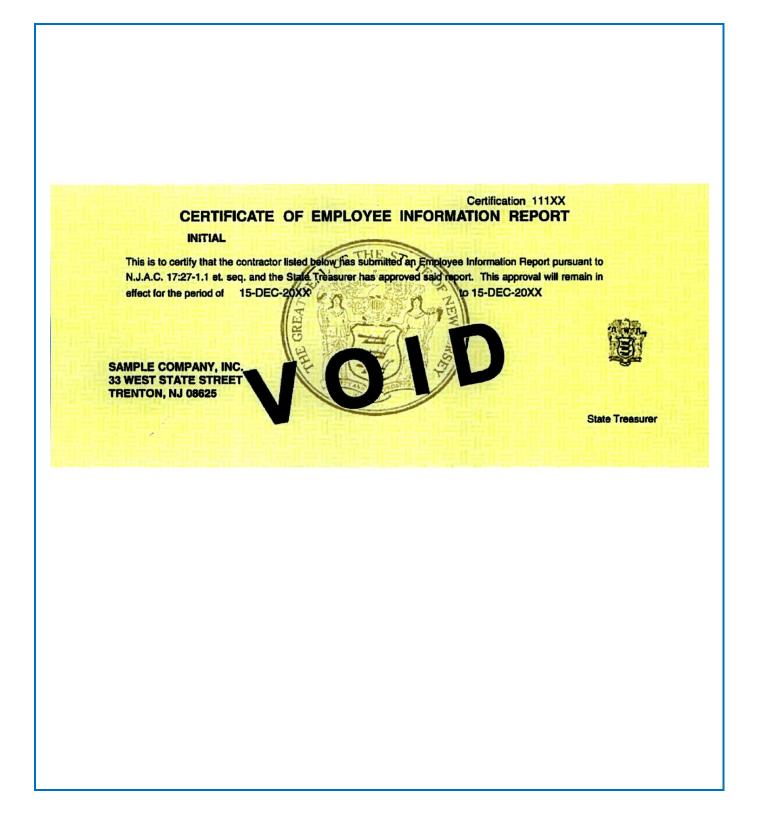
Letter of Federal Affirmative Action Plan Approval

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

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

COUNTY OF SOMERSET

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

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





STATE OF NEW JERSEY

	BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number	r: 1093907
Date of Issuance:	October 14, 2004
For Office Use Onl 2004101411282353	

COUNTY OF SOMERSET, NEW JERSEY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
Acknowledged for		
	(Name o	of Bidder)
Ву:		
(5	Signature of Authorized	Representative)
Name:		
	(Print or Ty _l	pe)
Title:		
Date:		

FORM NOT REQUIRED IF NO ADDENDA ISSUED

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 pa subsidiaries, or affiliates is <u>listed</u> 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 th I am the person listed above, or I am an officer or representative of the entity listed above and am authorithis 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 INFOMRATION RELATED TO INVESTEMENT 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 activates 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:	



Darrin J. Russo SHERIFF 908-231-7140

Somerset County Sheriff's Office

P.O. Box 3000 • Somerville, New Jersey 08876-1262 www.co.somerset.nj.us/sheriff

- BUREAU OF CRIMINAL IDENTIFICATION -

Phone: 908-231-7137 Fax: 908-704-0671



Tim Pino
UNDERSHERIFF

Joseph S. Lombardo, Jr.
UNDERSHERIFF

APPROVED FORMS OF IDENTIFICATION FOR BACKGROUND CHECK

You MUST present <u>two</u> forms of original valid government issued identification and one has to have a photo on it. Expired identification will not be accepted.

Approved forms of Identification,

- > Driver's License from any of the 50 United States (Photo)
- Social Security card (US Issued)
- Birth Certificate
- US or Foreign Issued Passport or Passport Card (Photo)
- US marriage certificate
- New Jersey Firearms Identification Card
- United States Military Identification Card (Photo)
- US Permanent Resident or Alien Registration Card (Photo)
- US Employment Authorization Card (photo)
- New Jersey Municipal, County or State Issued Employee ID Card (Photo)
- US Federal Issued Employee ID Card (Photo)
- New Jersey State/County Issued Identification Card (Photo)
- Immigration and Naturalization Service (INS) Documents Must be original, valid and must contain a photograph (Photo)

***Copies of Identification will not be accepted, only Original forms of valid ID. ***

Anyone that does not bring two forms of identification cannot have their background completed and may have to rescheduled their appointment. If you have any questions please contact Somerset County Sheriff's Bureau of Criminal Identification (BCI) at (908) 231-7137 Monday – Friday from 8:00am to 4:30pm.



Darrin J. Russo SHERIFF 908-231-7140

Somerset County Sheriff's Office

P.O. Box 3000 • Somerville, New Jersey 08876-1262 www.co.somerset.nj.us/sheriff

- BUREAU OF CRIMINAL IDENTIFICATION -

Phone: 908-231-7137 Fax: 908-704-0671

Authorization for Background Check



Tim Pino
UNDERSHERIFF

Joseph S. Lombardo, Jr.
UNDERSHERIFF

(Name) Last, First, Middle Initial			
		BY The State of th	
(Address)	(City)	(State) (Zip Code)	
(Telephone Number)	(Social Security Number)	(Date of Birth)	
release of all Federal. State, and Lo	cal records pertaining to my Crimina	nerset County Sheriff's Office, access and I History. I also agree to a Motor Vehicle erprinted and photographed by the Bureau	
Social Social Cald			
	onfines of the Somerset County Comp	t County Sheriff's Office only, to determine plex and any other buildings or properties	
	ion, and all others from liability or da / liability or damage pursuant to any s	images that may result from furnishing the state for federal laws.	
	raive those rights with the understandi	Privacy Act of 1974, with regard to accessing that information furnished will be used	
You must present two forms of valid photograph on the identification. Ap		n the list below. One form must have your	
Driver's License (any US State) Social Security Card (US Issued) Birth Certificate US Resident or Alien Reg. Card	US Marriage Certificate New Jersey Firearms ID Card US Military Identification Card NJ State or County ID Card	US Employment Authorization Card INS Immigration Documents US or Foreign Passport US Federal, NJ State, County, Municipal Employee ID Card	
Signature:		Date:	
Parent or Guardian Signature (If Applicable): Parent or Guardian must submit a va	alid government issued Identification v	Date:vith a photograph on it.	



Darrin J. Russo SHERIFF 908-231-7140

Somerset County Sheriff's Office

P.O. Box 3000 • Somerville, New Jersey 08876-1262 www.co.somerset.nj.us/sheriff

- BUREAU OF CRIMINAL IDENTIFICATION -

Phone: 908-231-7137 • Fax: 908-704-0671 located at 20 Grove Street, Somerville, NJ 08876

Application for Background Check



Tim Pino
UNDERSHERIFF

Joseph S. Lombardo, Jr. UNDERSHERIFF

					npleted form. One mu mulario completado.Uno		ito).		
Today's Date:					Phone:				
Today's Date:(Fecha de hoy)				Phone: (teléfono)					
Name: (Last, First (Nombre: (Último, Pri			·					2 0H X	
Alias/Maiden Nai (Alias/Nombre de sol									
Address:				City		State	e:	Zip:	
(Dirección de la calle		5		(cuidad)		(esta		(cremallera)	
Place of Birth (City, State, Country):(Lugar de nacimiento (Ciudad, Estado, País)							nacimiento)		
Social Security #:			Driv	er's License #:			State):	
(Numero de seguro)				encia de conducir)			(esta		
Gender:	Race:		Height:	Weight:	Hair Color: _		Eve Color:		
(genero)	(raza)		(altura)	(peso)	(color de pelo)		(color de ojos		
Position Applied I (Posición solicitada)	For:				Applying with: que solicita con)				
County Contact: (Contacto del Condac					me: (Contactors only empresa, Contactores so		*****************		
Current Employer (Empleador/dirección	A THE PARTY OF THE								
Applying for: (Solicitud de)	9.50	Employment en el Condado)	Contractor		Volunteer (voluntario)	Other:			
		DO N	OT WRITE BELO	DW THIS LINE - FO	R SHERIFF'S OFFIC	E USE ONLY			
YES NO BCI:	NCIC: ATS: ACS:	YES NO WA	PROM	YES NO /GRV:	*DMV:	NO		aw Enforcement ONLY	
Arrosts /			ID C	Officer:			Date:		
Arrests/ Convictions:			Review	ed By:		-	Date:		