

# 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 TO BIDDERS #2 SOCCP

The County of Somerset requests bids for all County agencies and bidders may voluntarily extend the contract to the Somerset County Cooperative Pricing System membership (#2 SOCCP). Sealed bids will be received by the Purchasing Agent acting as Lead Agent on behalf of each participating contracting unit, on **September 15, 2022 at 2:30 PM** prevailing time in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

### **Equipment and Tool Rental Open End Contract #: CC-0028-22**

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](http://www.co.somerset.nj.us).

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

Melissa A. Kosensky, RPPO, QPA  
Purchasing Agent

## **COOPERATIVE PRICING CONDITIONS**

### **METHOD OF AWARDING CONTRACTS**

Contract(s) of purchase shall be awarded to the lowest responsible bidder(s) as declared by the County of Somerset. The contract awarded between the County of Somerset and the successful vendor(s): (1) shall establish the contractual obligation regarding the specific items, specifications and quantities to be provided to the Lead Agency; and (2) shall also set forth the estimated quantities, together with relevant delivery information, with respect to the Other Agencies, as specified in these specifications. All Other Agencies ordering any materials, supplies or work pursuant to this master contract shall do so by issuance of the appropriate contract between the Other Agency and the vendors, subject to the requirements of the master contract, which may be referred to by reference. No such subsidiary contract issued by another agency shall provide for any deviation from the specifications, price or quality set forth in the master contract pursuant to these specifications.

No vendor shall be required or permitted to extend bid prices to participating contracting units unless so specified in the bids. In the event that the lowest responsible bidder, responding to these specifications, indicates by the appropriate checkmark unwillingness to extend the bid prices to the Other Agencies category, then the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible bidder, and new bids will be sought and a second master contract subsequently awarded with respect to the needs of the Other Agencies (OR... the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible bidder, and a second \*(Master) contract for the Other Agencies will be awarded to the next lowest bidder whose bid agrees to so extend his prices); (OR... only the contract for the Lead Agency's needs will be awarded, and all other bids shall be rejected, and no further bids will be sought by the Lead Agency on behalf of the Other Agencies.

The purpose of the master contract with respect to the Lead Agency shall be to establish the specifications and price. The subsidiary contracts, placing the orders with the vendor shall establish the quantities required by each Other Agency within the limits set forth in the master contract. The successful vendor shall invoice each of the Other Agencies, and Other Agencies shall pay the vendor directly. No additional contract will be required with respect to the needs of the Lead Agency as specified in the awarded master contract.

### **OTHER AGENCY REQUIREMENTS**

**The undersigned is further: (CHECK ONLY ONE BOX)**

**WILLING** to provide the item(s) herein bid upon to Other Agencies in System 2-SOCCP, Somerset County Cooperative Pricing System, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the other participating agencies by separate contract, subject to the overall terms of the master Contract to be awarded by the County of Somerset that no additional service or delivery charges will be levied except as permitted by these specifications.

**NOT WILLING** to extend prices to Other Agencies as described. It is understood that this will not adversely affect consideration of this bid with respect to the needs of the County (Lead Agency).

\*In keeping with Somerset County's commitment to providing cooperative pricing contracts for its membership, refusal to extend pricing to the co-op may result in a dual award to include an alternate vendor willing to extend pricing for the duration of the contract.

<b>Twp/Boro</b>	<b>Street Address</b>	<b>City, State, Zip</b>
Aberdeen, Twp of	One Aberdeen Square	Aberdeen, NJ 07747
Alexandria, Twp of	242 Little York-Mt. Pleasant Road	Milford, NJ 08848
Allamuchy Twp	PO Box A	Allamuchy, NJ 07820
Andover, Twp of	134 Newton Sparta Road	Newton, NJ 07860
Atlantic City, City of	1301 Bacharach Blvd	Atlantic City, NJ 08401
Atlantic County	1333 Atlantic Ave., 6th Fl	Atlantic City, NJ 08401
Atlantic Highlands, Boro	100 First Ave	Atlantic Highlands, NJ 07716
Barneгат BOE	550 Barneгат Blvd. North	Barneгат, NJ 08005
Bayonne, City of	630 Avenue C, Room #29	Bayonne, NJ 07002
Bayshore Regional Sewerage Authority	100 Oak Street	Union Beach, NJ 07735
Bedminster BOE	234 Somerville Rd	Bedminster, NJ 07921
Bedminster, Twp of	One Miller Lane	Bedminster, NJ 07921
Belleville, Twp of	152 Washington Ave	Belleville, NJ 07109
Belmar, Boro of	601 Main St	Belmar, NJ 07719
Bellmawr, Boro of	21 East Browning Road, PO Box 368	Bellmawr, NJ 08099-0368
Bergen County	One Bergen Co Plaza Rm 370	Hackensack, NJ 07601
Bergen County Housing Author	One Bergen County Plaza, 2nd Fl	Hackensack, NJ 07601
Berkeley, Twp of	PO Box B	Bayville, NJ 08721
Berkeley Heights, Twp of	29 Park Avenue	Berkeley Heights NJ 07922
Bernards Twp BOE	101 Peachtree Rd	Basking Ridge, NJ 07920
Bernards, Twp of	1 Collyer La	Basking Ridge, NJ 07920
Bernards, Twp Sewer Authority	1 Collyer La	Basking Ridge, NJ 07920
Bernardsville, Boro of	166 Mine Brook Rd	Bernardsville, NJ 07924-0158
Bethlehem, Twp of	405 Mine Rd	Asbury, NJ 08802
Blairstown, Twp of	106 Route 94	Blairstown, NJ 07825
Bloomingtondale, Boro of	101 Hamburg Turnpike	Bloomingtondale, NJ 07403
Bogota, Boro of	375 Larch Ave	Bogota, NJ 07603
Bound Brook, Boro of	230 Hamilton St, Mun Bldg	Bound Brook, NJ 08805-2017
Branchburg Twp BOE	240 Baird Rd	Branchburg, NJ 08876
Branchburg, Twp of	1077 Hwy 202 N.	Branchburg, NJ 08876
Brick Twp MUA	1551 Hwy 88	West Brick, NJ 08724
Brick, Twp of	401 Chambers Bridge Rd	Brick, NJ 08723
Bridgewater, Twp of	100 Commons Way	Bridgewater, NJ 08807
Bridgewater-Raritan Reg Sch	836 Newmans Lane	Bridgewater, NJ 08807
Brigantine, City of	1417 West Brigantine Avenue	Brigantine, NJ 08203
Brookdale Community College	765 Newman Springs Rd	Lincroft, NJ 07738
Burlington County	49 Rancocas Road, PO Box 6000	Mt. Holly, NJ 08060-6000
Burlington County, Inst of Tech	695 Woodlane Road	Westampton, NJ 08060
Butler, Borough of	1 Ace Road	Butler, NJ 07405
Byram Twp	10 Mansfield Dr	Stanhope, NJ 07874
Camden County	520 Market St, 17th Fl	Camden, NJ 08102-1375
Cape May, City of	643 Washington Street	Cape May, NJ 08204
Cape May, County of	4 Moore Road	Cape May Court House, NJ 08210
Cedar Grove Public Schools	520 Pompton Avenue	Cedar Grove, NJ 07009
Chatham Twp	405 Southern Blvd	Chatham, NJ 07928

<b>Twp/Boro</b>	<b>Street Address</b>	<b>City, State, Zip</b>
Chatham, Boro of	54 Fairmont Ave	Chatham, NJ 07928
Chathams, School District of	58 Meyersville Road	Chatham, NJ 07928
Chester, Boro of	50 North Road	Chester, NJ 07930
Chester, Twp of	1 Parker Rd	Chester, NJ 07930
Clark BOE	365 Westfield Ave	Clark, NJ 07066
Clark, Twp of	430 Westfield Ave	Clark, NJ 07066
Clifton, City of	900 Clifton Ave	Clifton, NJ 07013
Clinton, Town of	PO Bx 5194, 43 Leigh St	Clinton, NJ 08809
Closter, Boro of	295 Closter Dock Road	Closter, NJ 07624
Colts Neck Twp Schools	70 Conover Road	Colts Neck, NJ 07722
Cranford, Twp of	8 Springfield Ave	Cranford, NJ 07016
Cumberland County	164 West Broad Street	Bridgeton, NJ 08302
Delaware Valley Reg HS	19 Senator Stout Rd	Frenchtown, NJ 08825
Denville, Twp of	1 St Mary's Place	Denville, NJ 07834
Dover, Town of	37 North Sussex Street	Dover, NJ 07801
Dunellen, Boro of	355 North Ave	Dunellen, NJ 08812
East Amwell Twp	1070 Rt 202/31	Ringoes, NJ 08551-1051
East Brunswick, Public Schools	760 Route 18	East Brunswick, NJ 08816
East Brunswick, Twp of	4 Harts La	East Brunswick, NJ 08816
East Hanover Twp School Dist	20 School Avenue	East Hanover, NJ 07936
East Hanover, Twp of	411 Ridgedale Ave	East Hanover, NJ 07936
East Orange, City of	44 City Hall Plaza	East Orange, NJ 07018
Eatontown, Boro of	47 Broad St	Eatontown, NJ 07724
Edison, Twp of	100 Municipal Blvd	Edison, NJ 08817
Egg Harbor, Twp of	3515 Bargaintown Road	Egg Harbor Twp, NJ 08234
Elizabeth BOE	500 North Broad Street	Elizabeth, NJ 07208
Elizabeth Parking Authority	233 Commerce Pl	Elizabeth, NJ 07201
Elizabeth, City of	50 Winfield Scott Plaza	Elizabeth, NJ 07201
Essex Fells, Boro of	255 Roseland Ave	Essex Fells, NJ 07021
Essex, County of	465 Dr Martin Luther King Jr Blvd	Newark, NJ 07102
Evesham Twp BOE	25 S Maple Street	Marlton, NJ 08053
Evesham, Twp of	984 Tuckerton Road	Marlton, NJ 08053
Fair Haven, Boro of	748 River Rd	Fair Haven, NJ 07704
Fanwood, Boro of	75 North Martine Ave	Fanwood, NJ 07023
Fair Lawn, Borough of	8-01 Fair Lawn Ave	Fair Lawn, NJ 07410
Far Hills, Boro of	6 Prospect St	Far Hills, NJ 07931
Flemington, Boro of	38 Park Ave	Flemington, NJ 08822
Flemington-Raritan Reg Sch Dist	50 Court St	Flemington, NJ 08822
Florham Park BOE	67 Ridgedale Ave	Florham Park, NJ 07932
Florham Park, Boro of	111 Ridgedale Ave	Florham Park, NJ 07932
Frankford, Twp of	151 US Hwy 206	Augusta, NJ 07822
Franklin Twp BOE (Hunterdon County)	226 Quakertown Rd, PO Box 368	Quakertown, NJ 08868
Franklin Twp, Sewer Authority	70 Commerce Dr	Somerset, NJ 08873-3470
Franklin, Twp of	475 DeMott La	Somerset, NJ 08873-2737
Franklin, Twp Public Library	485 Demott La	Somerset, NJ 08873

<b>Twp/Boro</b>	<b>Street Address</b>	<b>City, State, Zip</b>
Franklin, Twp Public Sch	1755 Amwell Rd	Somerset, NJ 08873
Freehold Twp	One Municipal Plaza	Freehold, NJ 07728-3099
Frelinghuysen, Twp	210 Main Street	Johnsonburg, NJ 07825
Galloway, Twp of	300 East Jimmie Leeds Road	Galloway, NJ 08205
Garwood, Boro of	403 South Ave	Garwood, NJ 07027
Glassboro, Boro of	1 South Main Street	Glassboro, NJ 08028
Glen Rock, Boro of	1 Harding Plaza	Glen Rock, NJ 07452
Gloucester, County of	PO Box 337	Woodbury, NJ 08096
Green Brook Twp BOE	132 Jefferson Ave	Green Brook, NJ 08812-2501
Green Brook, Twp of	111 Greenbrook Rd	Green Brook, NJ 08812-2501
Green Twp	PO Box 65	Tranquility, NJ 07879
Hackensack BOE	192 Second Street	Hackensack, NJ 07601
Hackensack, City of	65 Central Avenue, 2nd Floor	Hackensack, NJ 07601
Hackettstown, Town of	215 Stiger St.	Hackettstown, NJ 07840
Haddonfield, Boro of	242 Kings Highway East	Haddonfield, NJ 08033
Haddonfield BOE	1 Lincoln Avenue	Haddonfield, NJ 08033
Hamilton, Twp of	2090 Greenwood Ave	Hamilton, NJ 08650
Hampton Borough BOE	32-41 South Street	Hampton, NJ 08827
Hanover, Twp of	1000 Route 10	Whippany, NJ 07981
Harding Twp	21 Blue Mill Road	New Vernon, NJ 07976
Hardwick Twp	40 SpringValley Rd	Hardwick, NJ 07825
Harmony Twp	3003 Belvidere Rd	Phillipsburg, NJ 08865
Hasbrouck Heights, Boro of	320 Boulevard	Hasbrouck Heights, NJ 07604
Haworth, Boro of	300 Haworth Avenue	Haworth, NJ 07641
High Bridge, Boro of	97 West Main Street	High Bridge, NJ 08829
Highland Park, Boro of	444 Valentine St	Highland Park, NJ 08904
Hillsborough Twp BOE	379 So Branch Rd	Hillsborough, NJ 08844
Hillsborough, Twp MUA	220 Triangle Road, Suite 234	Hillsborough, NJ 08844
Hillsborough, Twp of	379 Southbranch Rd	Hillsborough, NJ 08844
Hillsdale Boro	380 Hillsdale Ave	Hillsdale, NJ 07642
Holland Twp	131 Spring Mills Rd	Milford, NJ 08848
Holmdel, Twp of	4 Crawfords Corner Rd	Holmdel, NJ 07733
Hopatcong, Boro of	111 River Styx Rd	Hopatcong, NJ 07843
Hopewell Twp of, Mercer County	201 Washington Crossing	Titusville, NJ 08560-1410
Hopewell, Boro of	88 East Broad Street	Hopewell, NJ 08525
Hopewell Twp Fire District No. 1	201 Washington Crossing-Pennington Road	Titusville, NJ 08560
Howell, Twp of	PO Box 580	Howell, NJ 07731
Hudson County	567 Pavonia Ave, 3rd Fl	Jersey City, NJ 07306
Hudson County, Schools of Tech	One High Tech Way	Secaucus, NJ 07094
Hunterdon Central Reg High Sch	84 Route 31	Flemington, NJ 08822
Hunterdon County ESC	2026 Route 31 N, Suite 7	Glen Gardner, NJ 08826
Hunterdon, County of	71 Main St, Bldg 1 2nd Flr, PO Box 2900	Flemington, NJ 08822-2900
Jackson, Twp of	95 W Veterans Hwy	Jackson, NJ 08527
Jefferson Twp BOE	31 State Route 181	Lake Hopatcong, NJ 07849

<b>Twp/Boro</b>	<b>Street Address</b>	<b>City, State, Zip</b>
Jefferson, Twp of	1033 Weldon Rd	Lake Hopatcong, NJ 07849
Keansburg, Boro of	29 Church St	Keansburg, NJ 07734
Kearny, Town of	402 Kearny Ave	Kearny, NJ 07032
Kenilworth, Boro of	Boro Hall, 567 Boulevard	Kenilworth, NJ 07033
Kinnelon, Boro of	130 Kinnelon Rd	Kinnelon, NJ 07405
Knowlton, Twp of	628 Rt 94	Columbia, NJ 07832
Lafayette, Twp of	33 Morris Farm Road	Lafayette Township, NJ 07848
Lakeland Regional High Sch	205 Conklintown Road	Wanaque, NJ 07465
Lawrence Twp BOE	2565 Princeton Pike	Lawrenceville, NJ 08648
Lebanon, Twp of	530 West Hill Rd	Glen Gardner, NJ 08826
Lenape Regional HS District	93 Willow Grove Rd	Shamong, NJ 08088
Leonia, Borough of	312 Broad Ave	Leonia, NJ 07605
Liberty, Twp of	349 Mountain Lake Rd	Great Meadows, NJ 07840
Lincoln Park, Boro of	34 Chapel Hill Rd	Lincoln Park, NJ 07035
Linden Roselle Sewerage Auth	5005 So Wood Ave	Linden, NJ 07036
Linden, City of	301 N Wood Ave	Linden, NJ 07036
Little Falls, Twp of	225 Main Street	Little Falls, NJ 07424
Little Silver, Boro of	480 Prospect Avenue	Little Silver, NJ 07739
Livingston, Twp of	357 So Livingston Ave	Livingston, NJ 07039
Long Beach Twp of	6805 Long Beach Blvd	Brant Beach, NJ 08008
Long Branch, City of	344 Broadway	Long Branch, NJ 07740
Long Hill Twp	1223 Valley Rd	Stirling, NJ 07980
Lopatcong Twp	232 S. Third St	Phillipsburg, NJ 08865
Madison, Boro of	50 Kings Rd	Madison, NJ 07940
Manalapan, Twp of	120 Route 522	Manalapan, NJ 07726
Manalapan-Englishtown Reg Sch	54 Main St	Englishtown, NJ 07726
Manasquan, Boro of	201 E Main St	Manasquan, NJ 08736
Manchester Twp	1 Colonial Drive	Manchester, NJ 08759
Mansfield, Twp of	100 Port Murray Road	Port Murray, NJ 07865
Mansfield, Twp of	3135 Route 206 South, Suite 1	Columbus, NJ 08022
Mantua Twp of Public Schools	684 Main Street	Sewell, NJ 08080
Manville, Boro of	325 No Main St	Manville, NJ 08835
Maplewood, Twp of	574 Valley Street	Maplewood, NJ 07040
Marlboro Twp	1979 Township Dr	Marlboro, NJ 07746
Marlboro Twp Public Schools	1980 Township Dr	Marlboro, NJ 07746
Maywood, Boro of	15 Park Ave	Maywood, NJ 07607
Mendham, Boro of	2 West Main Street	Mendham, NJ 07945
Mendham, Twp of	37 Ironia Rd	Mendham, NJ 07945
Mercer County	640 So. Broad St, 3rd Floor, Rm 321	Trenton, NJ 08650-0068
Mercer County Improvement Authority	80 Hamilton Avenue, 2 <sup>nd</sup> Floor	Trenton, NJ 08611
Metuchen, Boro of	500 Main Street	Metuchen, NJ 08840
Middlesex Boro of	1200 Mountain Ave	Middlesex, NJ 08846
Middlesex County	75 Bayard Street	New Brunswick, NJ 08901
Midland Park, Borough of	280 Godwin Ave	Midland Park, NJ 07432
Millburn, Twp of	375 Millburn Ave	Millburn, NJ 07041

<b>Twp/Boro</b>	<b>Street Address</b>	<b>City, State, Zip</b>
Millstone, Boro of	1353 Main Street	Millstone, NJ 08844
Monmouth Co Voc Sch District	400 Kozloski Rd, PO Bx 5033	Freehold, NJ 07728
Monmouth County	One East Main Street	Freehold, NJ 07728
Monmouth County Park System	805 Newman Springs Road	Lincroft, NJ 07738
Monroe, Twp of	1 Municipal Plaza	Monroe Twp, NJ 08831
Montclair BOE	22 Valley Road	Montclair, NJ 07042
Montclair, Twp of	205 Claremont Ave	Montclair, NJ 07042
Montgomery Twp BOE	1014 Rt 601	Skillman, NJ 08558
Montgomery, Twp of	Municipal Bldg, 2261 Rt 206	Belle Mead, NJ 08502
Moorestown, Twp of	111 West Second Street	Moorestown, NJ 08057
Morris County	10 Court Street, 5th Floor	Morristown, NJ 07963
Morris County Housing Authority	99 Ketch Rd, PO Box 900	Morristown, NJ 07960
Morris County Municipal Utilities Authority	214A Center Grove Road	Randolph, NJ 07869
Morris County Voc Sch District	400 East Main Street	Denville, NJ 07834
Morris Hills Regional District	48 Knoll Drive	Rockaway, NJ 07866
Morris Plains, Boro of	531 Speedwell Avenue	Morris Plains, NJ 07950
Morris School District	31 Hazel St	Morristown, NJ 07960
Morris, County College of	214 Center Grove Rd	Randolph, NJ 07869-2086
Morris, Twp of	50 Woodland Ave, PO Bx 7603	Convent Sta, NJ 07961-7603
Morristown, Town of	200 South Street, CN 914	Morristown, NJ 07963-0914
Morris-Union Jointure Comm	217 Mountain View Rd	Warren, NJ 07059
Mount Arlington Boro	419 Howard Blvd	Mt. Arlington, NJ 07856
Mt Olive Twp	204 Flanders-Drakestown Rd	Budd Lake, NJ 07828
Netcong, Boro of	23 Maple Avenue	Netcong, NJ 07857
New Brunswick BOE	268 Baldwin Street	New Brunswick, NJ 08901
New Brunswick Parking Authority	106 Somerset Street, 6th Floor	New Brunswick, NJ 08901
New Brunswick, City	78 Bayard Street, Room 307	New Brunswick, NJ 08901
New Milford, Boro of	930 River Road	New Milford, NJ 07646
New Providence, Boro of	360 Elkwood Ave	New Providence, NJ 07974
Newton, Town of	39 Trinity St	Newton, NJ 07860
No Hunterdon-Voorhees Reg HS	1445 Rte 31 So	Annandale, NJ 08801
No Plainfield BOE	33 Mountain Ave	No Plainfield, NJ 07060-5315
No Plainfield, Boro of	263 Somerset St	No Plainfield, NJ 07060
North Brunswick, Twp of	710 Hermann Rd	No Brunswick, NJ 08902
Nutley, Twp of	1 Kennedy Dr	Nutley, NJ 07110
Ocean City, City of	861 Asbury Ave, Room 203	Ocean City, NJ 08226
Ocean Co Vo-Tech School	137 Bey Lea Rd	Toms River, NJ 08753
Ocean, Twp of	399 Monmouth Road	Oakhurst, NJ 07755
Old Bridge, Twp of	1 Old Bridge Plaza	Old Bridge, NJ 08857
Orange Twp, City of	29 North Day Street	Orange, NJ 07050
Old Tappan, Boro of	227 Old Tappan Road	Old Tappan, NJ 07675
Oxford Twp	11 Green St	Oxford, NJ 07863
Parsippany-Troy Hills, Twp of	1001 Parsippany Blvd	Parsippany, NJ 07054
Passaic County Bd of Soc Svs	80 Hamilton St	Paterson, NJ 07505

<b>Twp/Boro</b>	<b>Street Address</b>	<b>City, State, Zip</b>
Passaic County Technical & Vocational Schools	45 Reinhart Rd	Wayne, NJ 07470
Passaic, City of	330 Passaic St	Passaic, NJ 07055
Passaic, County of	495 River St, 2nd Floor	Paterson, NJ 07505
Peapack/Gladstone, Boro of	1 School St, PO Box 218	Peapack, NJ 07977-0218
Perth Amboy, City of	260 High Street	Perth Amboy, NJ 08861
Piscataway, Twp of	505 Sidney Rd	Piscataway, NJ 08854
Plainfield BOE	1200 Myrtle Ave	Plainfield, NJ 07063
Plainfield, City of	515 Watchung Ave	Plainfield, NJ 07060
Plainsboro, Twp of	641 Plainsboro Rd	Plainsboro, NJ 08536
Pohatcong, Twp of	50 Municipal Dr	Phillipsburg, NJ 08865
Princeton	400 Witherspoon Street	Princeton, NJ 08540
Rahway, City	One City Hall Plaza	Rahway, NJ 07065
Ramapo College of NJ	505 Ramapo Valley Road	Mahway, NJ 07430
Randolph Twp Schools	25 School House Rd	Randolph, NJ 07869
Randolph, Twp of	502 Millbrook Ave	Randolph, NJ 07869
Raritan Vall Comm College	PO Bx 3300	Somerville, NJ 08876
Raritan, Boro of	22 First St	Raritan, NJ 08869
Raritan, Twp of	204 Pennsylvania Ave	Flemington, NJ 08822-3446
Raritan Twp MUA	365 Old York Road	Flemington, NJ 08822
Readington Twp	509 Route 523	Whitehouse Station, NJ 08889
Red Bank, Boro of	90 Monmouth Street	Red Bank, NJ 07701
Ridgewood Public Schools	Education Center, 49 Cottage Place	Ridgewood, NJ 07451
Ridgewood, Village of	131 North Maple Avenue	Ridgewood, NJ 07451
Ringwood, Boro of	60 Margaret king Ave	Ringwood, NJ 07456
River Edge, Boro of	705 Kinderkamack Road	River Edge, NJ 07661
Riverton, Boro of	505A Howard Street	Riverton, NJ 08077
Rockaway Twp	65 Mt Hope Road	Rockaway, NJ 07866
Rocky Hill, Boro of	PO Box 188	Rocky Hill, NJ 08553
Roselle BOE	710 Locust St	Roselle, NJ 07203
Roselle Park, Boro of	110 E Westfield Ave	Roselle Park, NJ 07204
Roselle, Boro of	210 Chestnut St	Roselle, NJ 07203
Rutherford, Boro of	176 Park Ave	Rutherford, NJ 07070
Sayreville, Boro of	167 Main St	Sayreville, NJ 08872
Scotch Plains Twp	430 Park Avenue	Scotch Plains, NJ 07076
Sea Girt, Boro	612 Philadelphia Blvd	Sea Girt, NJ 08750
Seaside Heights, Boro of	901 Boulevard	Seaside Heights, NJ 08751
Seaside Park, Boro of	1701 North Ocean Ave	Seaside Park, NJ 08752
Secaucus, Town of	1203 Paterson Plank Road	Secaucus, NJ 07094
Shore Regional High School District	132 Monmouth Park Highway	West Long Branch, NJ 07764
Social Services, Board of	PO Bx 936, 73 E High St	Somerville, NJ 08876
Somerset Cty Ed Srv Commiss	568 Central Ave	Bridgewater, NJ 08807
Somerset Cty Improve Authority	PO Box 3000	Somerville, NJ 08876
Somerset Cty Park Commission	PO Box 5327	North Branch, NJ 08876
Somerset Cty Voca BOE	14 Vogt Dr	Bridgewater, NJ 08807



<b>Twp/Boro</b>	<b>Street Address</b>	<b>City, State, Zip</b>
Somerset Hills BOE	25 Olcott Ave	Bernardsville, NJ 07924
Somerset Raritan Valley Sewer	50 Polhemus Lane	Bridgewater, NJ 08807-0400
Somerville BOE	51 W Cliff St	Somerville, NJ 08876
Somerville, Boro of	25 West End Ave	Somerville, NJ 08876-1800
South Amboy, City of	140 North Broadway	So Amboy, NJ 08879
South Bound Brook, Boro of	12 Main St-Municipal Bldg	So Bound Brook, NJ 08880
South Brunswick BOE	PO Box 181	Monmouth Junction, NJ 08852
South Brunswick, Twp of	P.O. Box 190	Monmouth Junction, NJ 08852
South Orange Village, Twp	76 So Orange Ave, Suite 302	So Orange, NJ 07079
South Plainfield, Boro of	405 Spicer Ave	So Plainfield, NJ 07080
South River, Boro	48 Washington Street	South River, NJ 08882
Southeast Morris County MUA	19 Saddle Road	Cedar Knolls, NJ 07927
Sparta, Twp of	65 Main St	Sparta, NJ 07871
Spotswood, Boro of	77 Summerhill Rd	Spotswood, NJ 08884
Spotswood BOE	105 Summerhill Rd	Spotswood, NJ 08884
Stafford Twp	260 E Bay Ave	Manahawkin, NJ 08050
Stillwater, Twp	964 Stillwater Road	Newton, NJ 07860
Summit, City of	City Hall, 512 Springfield Ave	Summit, NJ 07901
Sussex, County of	Administrative Center, One Spring St	Newton, NJ 07860
Sussex County MUA	34 South Route 94	Lafayette, NJ 07848
Teterboro, Boro of	510 Route 46 West	Teterboro, NJ 07608
Tewksbury Twp BOE	171 Old Turnpike Road	Califon, NJ 07830
Tewksbury, Twp of	169 Old Turnpike Rd	Califon, NJ 07830
Tinton Falls, Boro of	556 Tinton Ave	Tinton, NJ 07724
Toms River MUA	340 W Water St	Toms River, NJ 08753
Toms River, Twp of	33 Washington St	Toms River, NJ 08753
Trenton, City of	319 East State Street, 1st Floor	Trenton, NJ 08608
Union County College	1033 Springfield Ave	Cranford, NJ 07016
Union Twp BOE	2369 Morris Ave	Union, NJ 07083
Union Twp, Hunterdon County	140 Perryville Rd	Hampton, NJ 08827
Union, County of	10 Elizabethtown Plaza	Elizabeth, NJ 07207
Union, Twp of	1976 Morris Ave	Union, NJ 07083
Upper, Twp of	P.O. Box 205	Tuckahoe, NJ 08250
Upper Freehold Twp	314 Route 539	Cream Ridge, NJ 08514
Ventnor, City of	6201 Atlantic Ave.	Ventnor, NJ 08406
Vernon Twp	21 Church St, PO Bx 340	Vernon, NJ 07462
Verona, Twp of	10 Commerce Ct	Verona, NJ 07044
Vineland, City of	640 E. Wood St., PO Box 1508	Vineland, NJ 08362-1508
Wall, Twp of	2700 Allaire Road	Wall, NJ 07719
Wanaque, Boro of	579 Ringwood Ave	Wanaque, NJ 07465
Warren County	165 County Rt 519 South	Belvidere, NJ 07823-1949
Warren County MUA	199 Foul Rift Rd, PO Bx 159	Belvidere, NJ 07823
Warren County Pollution Contr	500 Mt Pisgah Ave, PO Bx 587	Oxford, NJ 07863-0587
Warren, Twp of	46 Mountain Blvd	Warren, NJ 07059-0695
Warren, Twp Schools	213 Mt Horeb Rd	Warren, NJ 07059

<b>Twp/Boro</b>	<b>Street Address</b>	<b>City, State, Zip</b>
Warren, Twp Sewerage Author	46 Mountain Blvd	Warren, NJ 07059
Washington Twp MUA	46 E Mill Rd	Long Valley, NJ 07853
Washington Twp, Bergen Co	350 Hudson Avenue	Washington Twp, NJ 07676
Washington Twp, Morris Co	43 Schooley's Mtn Rd	Long Valley, NJ 07853
Washington, Boro of	100 Belvidere Ave	Washington, NJ 07882-1426
Washington, Twp of Warren County	211 State Route 31 North	Washington, NJ 07882
Watchung BOE	One Dr. Parenty Way	Watchung, NJ 07069
Watchung Hills Reg High Sch	108 Stirling Rd	Warren, NJ 07059
Watchung, Boro of	Municipal Bldg, 15 Mountain Blvd	Watchung, NJ 07069
Wayne Twp	475 Valley Road	Wayne, NJ 07470
Wayne Twp Schools	50 Nellis Dr	Wayne, NJ 07470
West Amwell Twp	150 Rocktown-Lambertville Rd	Lambertville, NJ 08530
West Milford, Twp	1480 Union Valley Road	West Milford, NJ 07480-1303
West Morris Reg High Sch Dist	10 South Four Bridges Rd	Chester, NJ 077930
West New York, Town of	428 60 <sup>th</sup> Street, Room 1	West New York, NJ 07093
West New York Parking Authority	224 60th Street	West New York, NJ 07093
West Orange BOE	179 Eagle Rock Avenue	West Orange, NJ 07052
West Orange, Twp of	66 Main Street	West Orange, NJ 07052
West Windsor Twp	70 Southfield Road	West Windsor, NJ 08550
West Windsor-Plainsboro BOE	321 Village Road East	West Windsor, NJ 08550
Western Monmouth Utilities Authority	103 Pension Road	Manalapan, NJ 07726
Westfield BOE	303 Elm St	Westfield, NJ 07090
Westfield, Town of	425 E Broad St	Westfield, NJ 07090
Westwood, Boro of	101 Washington Avenue	Westwood, NJ 07675
Wharton, Boro of	10 Robert Street	Wharton, NJ 07885
Wildwood Crest, Boro of	6101 Pacific Avenue	Wildwood Crest, NJ 08260
Willingboro, Twp of	One Rev. Dr. Martin Luther King Jr Drive	Willingboro, NJ 08046
Woodbridge, Twp of	One Main Street	Woodbridge, NJ 07095
Woodbridge, Twp of BOE	P.O. Box 428 School Street	Woodbridge, NJ 07095
Woodcliff Lake, Boro of	188 Pascack Road	Woodcliff Lake, NJ 07677
Woodland Park, Boro of	5 Brophy La	Woodland Park, NJ 07424
Wyckoff, Twp	340 Franklin Ave	Wyckoff, NJ 07481

## 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](http://www.co.somerset.nj.us) at no cost to the prospective bidders. All addenda are posted on the County site and issued in accordance with N.J.S.A. 40A:11-23(c)(1). Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. Somerset County is not responsible for third party supplied specifications.
- I. The Somerset County Park Commission is to be considered an agency of the County entitled to participate in the contract(s) resulting from this bid.
- J. Results of all bids are posted on the County website.

**2. BID SECURITY**

**The following provisions, *if indicated by an (x)*, shall be applicable to this bid and be made a part of the bidding documents:**

A.  **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the County.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if bidder fails to enter into contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

B.  **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit this shall be cause for rejection of the bid.

C.  **PERFORMANCE BOND**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

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

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

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

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

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

E.  **MAINTENANCE BOND**

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

- 1 Year
- 2 Years

**3. PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)**

- A. (1) The County of Somerset is exempt from any local, state or federal sales, use or excise tax. Somerset County will not pay for New Jersey State Sales and Use Tax that are included in any invoices. Somerset County will not pay service charges such as interest and late fees.
- (2) The County of Somerset or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.

The County of Somerset is rated by:  
Standard & Poor's Rating Group: AAA  
Moody's Investors Services: Aaa  
Dun and Bradstreet

- B. Bids shall be ***signed in ink*** (Original Signature Required) by the bidder, all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. *Estimated Quantities* (Open-Ended Contracts, Purchase as Needed) The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. ***NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.***
- E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.
- F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.
- G. All forms shall be completed and attached to the bid proposal. ***BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.***
- H. Results of all bids are posted on the County website [www.co.somerset.nj.us](http://www.co.somerset.nj.us)

**4. FIRM FIXED CONTRACT**

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

**5. INTERPRETATIONS AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications.

- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line, at [PurchasingDiv@co.somerset.nj.us](mailto:PurchasingDiv@co.somerset.nj.us). In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The County's interpretations or corrections thereof shall be final.

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

- E. Discrepancies in Bids
  - 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
  - 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

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

- A. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature **will not** suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of goods and services offered. The County reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.
- D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

**7. METHOD OF CONTRACT AWARD**

- A. The County reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the County to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected, any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected, any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The County further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the County. Without limiting the generality of the foregoing, the County reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The County may also elect to award the contract on the basis of unit prices.
- D. The County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the County may then, at its option, accept the bid of the next lowest responsible bidder.
- F. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel this contract.
- G. The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County; material exceptions shall not be approved.
- H. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

**8. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the County may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

**9.  NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.**  
Pursuant to N.J.S.A. 34:11-56.25 et seq, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [https://www.nj.gov/labor/wagehour/wagerate/wage\\_rates.html](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](https://www.nj.gov/labor/wagehour/regperm/pw_cont_reg.html).

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

**11. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15**  
The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

**12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1**  
There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed



Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

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

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

1. Goods, Professional Services and Service Contracts

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

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

2. Construction Contracts

All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available on-line at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

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

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

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

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and

Regulations as adopted in the final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

**16. 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 Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

**A. Insurance Requirements**

**Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:35-1.6. Minimum Employer's Liability \$1,000,000.00

**General Liability Insurance**

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

**Automobile Liability Insurance**

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident

for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

#### **B. Certificates of the Required Insurance**

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

#### **C. Indemnification**

The Contractor agrees to indemnify and save harmless the County, its officers, agents and employees, from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

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

Somerset County will not accept Mutual Limitation of Liability terms.

### **18. 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.

**19. 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.

**20. 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.

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

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

**23. 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.

**24. 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.

**25. 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.

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

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

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

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

During the course of contract performance:

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

Taxation at (609) 292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

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

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

#### Emergency Purchases or Contracts

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

#### **27. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT**

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

#### **28. 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.

#### **29. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS**

Public funds may be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

#### **30. W-9**

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

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

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the County harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

**32. PUBLIC EMERGENCY**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the County opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the County may solicit the goods and/or services from any bidder on this contract.

**33.** The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

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

**35. 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.

**36. 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.

**37. 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.

## **SPECIFICATIONS**

### **EQUIPMENT AND TOOL RENTAL**

#### **1.0 GENERAL DESCRIPTION:**

It is the intent of this bid specification to establish the terms and conditions to provide Somerset County and Somerset County Cooperative Pricing System Members with a one (1) year open end contract with the option for a second year for Equipment and Tools Rental. Rental equipment shall be available on a daily, weekly, and monthly rate, seven (7) days a week during the complete calendar year (365 days). All units will be in good working condition. Multiple awards may be made to a Primary and Secondary Vendor. This contract shall have two parts: Option (A) will cover rental equipment and tools. Option (B) will cover rental equipment and tools that require an operator. Vendors may bid on one or both options.

- 1.1 Rental equipment and tools shall be available for rental at a daily, weekly, and monthly rate.
- 1.2 Rental equipment and tools shall be available for twenty-four (24) hour emergency rental in addition to scheduled business hours. A phone number will be provided for 24-hour emergency rental.
- 1.3 24 hour emergency phone number \_\_\_\_\_
- 1.4 Daily rental shall be based on an eight (8) hour day.
- 1.5 Weekly rental shall be based on six (6) days a week.
- 1.6 Monthly rental shall be based on a twenty-eight (28) day rate.

#### **2.0 DELIVERY & PICKUP:**

- 2.1 The rate for delivery & pick-up (port to port) shall be included in the bid price for daily, weekly, and monthly rentals.
- 2.2 Tools and smaller equipment may be picked up and returned as needed.
- 2.3 All rental equipment and tools may be reserved with one (1) week prior notice.

#### **3.0 TRAINING:**

- 3.1 Training and instructions shall be included on all rentals on an as needed basis.

#### **4.0 MAINTENANCE & FUEL:**

- 4.1 The successful contractor shall be able to demonstrate that they have a sufficient facility, equipment, tools, stock, and labor to carry out the terms of this contract and specification. The County of Somerset reserves the right to inspect the facility prior to award of contract in order to determine if the facility, equipment, tools stock, and labor are sufficient to carry out the terms of contract and specification.
- 4.2 The successful contractor shall be responsible for any maintenance on rented equipment & tools. When a rented piece of equipment becomes disabled and can no longer be used, it must be repaired and or replaced within twenty-four (24) hours of notification.
- 4.3 Somerset County shall not be responsible for any payment during the period that the rented equipment is disabled.



4.4 At the conclusion of the rental period, the equipment shall be fueled by the successful contractor and billed on the rental invoice. This will include the type of fuel, gallons used, and price per gallon.

## 5.0 INSURANCE:

5.1 The Contractor shall procure and maintain at his own expense, until acceptance and at all time thereafter when the Contractor may be correcting, removing or replacing defective work or completing Somerset County Joint Insurance Fund (**SCJIF member**) plantings, insurance for liability for damages imposed by law and assumed under this contract, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State. Before commencing the work, the Contractor shall furnish to the **SCJIF member**, with a copy to the **SCJIF member** Risk Manager, a certificate or certificates of insurance together with declaration pages, in a form satisfactory to the **SCJIF member** Risk Manager, showing that the Contractor has complied with this subsection. Insurance binders are not acceptable as a form of insurance certificate. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be cancelled, materially changed, or renewal refused until at least 30 days prior written notice has been given to the **SCJIF member**, at their **mailing address**, and a copy to New Jersey Risk Managers & Consultants Inc., 20 West End Avenue, P.O. Box 367, Somerville, NJ 08876. All certificates and notices of insurance are to name and clearly identify the project to which the policy is applicable. Upon request, the Contractor shall furnish to the **SCJIF member** Risk Manager, New Jersey Risk Managers & Consultants, Inc., 20 West End Avenue, P.O. Box 367, Somerville, NJ 08876, with a certified copy of each policy itself, including the provisions establishing premiums.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor does it preclude the **SCJIF member** from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

All proof of insurance submitted to the **SCJIF member** shall clearly set forth all exclusions and deductible clauses. The **SCJIF member** may allow certain clauses which are not considered excessive, overly broad, or harmful to the interests of the **SCJIF member**. Standard exclusions will be allowed, provided they are not inconsistent with the requirements of this subsection. Allowance of any additional exclusion is at the discretion of the **SCJIF member** and /or the **SCJIF member** Risk Manager. Regardless of the allowance of exclusions or deductions by the **SCJIF member** and /or **SCJIF member** Risk Manager, the Contractor shall be responsible for the deductible limits of the policy and all exclusions consistent with the risks assumed under this Contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of this Contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the **SCJIF member** and the **SCJIF member** Risk Manager is continuously in possess of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is cancelled, terminated or modified so that the insurance does not meet the requirements of this subsection, the **SCJIF member** may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the **SCJIF member**. The **SCJIF member** may use monies retained under this paragraph to renew the Contractor's Insurance for the periods and amounts referred to above. Alternately, the **SCJIF member** may default the Contractor and direct the surety to complete the project. During any period when the required insurance is

not in effect, the **SCJIF member** may suspend performance of the Contract. If the Contract is so suspended, additional compensation or extension of the Contract Time is not due on account thereof.

## **6.0 INSURANCE REQUIREMENTS:**

6.1 The types of insurance and minimum limits of liability are as follows:

### **(A) COMPREHENSIVE GENERAL LIABILITY INSURANCE**

The minimum limit of liability shall be \$1,000,000 per occurrence and \$5,000,000 aggregate for bodily injury and property damage together with excess coverage or umbrella coverage with the same terms and conditions as the primary underlying coverage (following form) in an amount such that the primary and excess coverage or primary and umbrella coverage together equals or is greater than \$10,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

The above required Comprehensive General Liability policy and excess or umbrella policy shall name the **SCJIF member** its officers and employees, as additional insured's.

The coverage to be provided under this policy shall be at least as broad as that provided by the standard basic, un-amended and unendorsed Comprehensive General Liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by an endorsement limiting the breadth of coverage. Moreover, such policy shall be endorsed so as to delete any exclusions applying to property damage liability arising from explosions or arising from damage to underground utilities and collapse of foundations.

The insurance policy shall be endorsed to include contractual liability coverage, premises/operations coverage, products/completed operations coverage, broad form property damage coverage, independent Contractors coverage and personal injury coverage.

### **(B) COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The policy shall cover owned, non-owned, hired vehicles, plus garage keeper's legal liability, with minimum limits of liability in the amount of \$1,000,000 per occurrence, as a combined single limit for bodily injury and property damage, together with excess coverage or umbrella coverage with the same terms and conditions as the primary underlying coverage (following form) in an amount such that the primary and excess coverage or primary and umbrella coverage together equals or is greater than \$10,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

### **(C) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

Worker's Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include all states endorsement to extend coverage to any state, which may be interpreted to have legal jurisdiction. Employer's Liability Insurance shall be provided with the following minimum limits:

- \$1,000,000 each accident
- \$1,000,000 disease each employee
- \$1,000,000 disease aggregate limit

Additionally, an umbrella or excess policy as required in Parts A and/or B above shall be written to include coverage over Worker's Compensation and Employer's Liability Policy as well.

## **7.0 AWARD OF BID:**

**Vendors can bid A or B or both, and a Primary and Secondary shall be awarded.**

- 7.1 **OPTION (A)** - Equipment and tool rentals shall be awarded from the vendor's current price list on discounted % basis.
- 7.2 **OPTION (A)** will be rental equipment and tools that require **No Operator**.
- 7.3 **OPTION (B)** - Equipment and tools that require an operator shall include the rate of the operator and equipment inclusive. The vendor will provide an equipment and tool list with the rental rate of the equipment and operator offered for rental.
- 7.4 **OPTION (B)** will be rental equipment and tools that require **An Operator**
- 7.5 Price list must be submitted as part of the proposal.
- 7.6 Equipment and tool list, which shall identify all equipment offered for rental, must be submitted as part of the proposal.
- 7.7 Multiple awards may be made (Primary/Secondary).
- 7.8 The tool and equipment contract will be (1) one year with the option for a second year.
- 7.9 Nothing in these specifications shall preclude Somerset County or the Cooperative members from requesting additional rental equipment from other sources when, in the judgment of the County the size, nature, or scope of a given job assignment requires rental equipment not available from the primary and secondary vendors. In making this decision, Somerset County shall be guided by the principle of fairness, public safety and convenience.

## **8.0 EQUIPMENT:**

8.1 Equipment rented will include but is not limited to the following:

- AERIAL
- AIR
- COMPACTION / PAVING
- CONCRETE / MASONRY
- CRANES
- EARTHMOVING / EXCAVATING
- ELECTRICAL
- MATERIAL HANDLING
- PUMPS
- TOOLS
- TRUCKS
- LABOR
- ATTACHMENTS
- LAWN & TURF CARE
- GENERATORS
- MECHANICAL SWEEPERS
- VACUUM SWEEPERS
- AERIAL BUCKET TRUCKS
- SANITARY AND STORM SEWER CLEANING AND VACUUMING EQUIPMENT
- SANITARY AND STORM SEWER VIDEO INSPECTION EQUIPMENT
- CONCRETE FORM-WORK SYSTEMS
- PORTA-DAM
- TRENCH BOX SYSTEMS



**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 \_\_\_\_\_
- Business Registration Certificate – Designated Subcontractor(s) – Prefer with Bid Response. Required by Law prior to award of contract \_\_\_\_\_
- Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid) \_\_\_\_\_
- License(s) or Certification(s) Required by the Specifications \_\_\_\_\_
- 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 (Page 27, 7.5) \_\_\_\_\_
- Equipment and Tool List (Page 27, 7.6) \_\_\_\_\_
- 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  
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:

**Equipment and Tool Rental  
 Open-End Contract #CC-0028-22**

<b>VENDOR NAME:</b>			
<b>24 Hour Emergency Phone Number:</b>		(      )	
<b>Option (A)</b>			
<b>Rental: Equipment &amp; Tools No Operator</b>	<b>Discount Percentage: DAY Rental</b>	<b>Discount Percentage: WEEK Rental</b>	<b>Discount Percentage: MONTH Rental</b>
<i>Vendor to submit Current Price List</i>			
<b>Option (B)</b>			
<b>Rental: Equipment &amp; Tools Requiring Operator</b>	<b>DAY Rental</b>	<b>WEEK Rental</b>	<b>MONTH Rental</b>
<i>Vendor to Submit Current Equipment &amp; Tool List</i>			
<b>EXCEPTIONS:</b> _____			
_____			
_____			
_____			
_____			
_____			

Yes  No  Contractor would be willing to accept an award of contract as a secondary provider.

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**

- |   | <u>YES</u>               | <u>NO</u>                |
|---|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a <b>10% or greater</b> interest in the Vendor {Bidder}?  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.</b><br><b>IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2–4 BELOW.</b>  |                          |                          |
| 2. Of those parties owning a <b>10% or greater</b> interest in the Vendor {Bidder}, are any of those parties individuals?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a <b>10% or greater</b> interest in the Vendor {Bidder}, are any of those parties <b>corporations, partnerships, or limited liability companies</b> ?                              | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is <b>"YES"</b> , are there any parties owning a <b>10% or greater</b> interest in the <b>corporation, partnership, or limited liability company</b> referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is the Vendor {Bidder} incorporated as a not-for-profit organization?  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>IF THE ANSWER TO THIS QUESTION IS "YES", EXECUTE THE CERTIFICATION SECTION.</b><br><b>IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.</b>       |                          |                          |

**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**

<b>NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>		<b>ZIP</b>

<b>NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>		<b>ZIP</b>

<b>NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>		<b>ZIP</b>

<b>NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>		<b>ZIP</b>

*Attach Additional Sheets If Necessary*



**PART 2 continued**  
**PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES**

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	_____

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	_____

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	_____

***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.

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

***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](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**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:

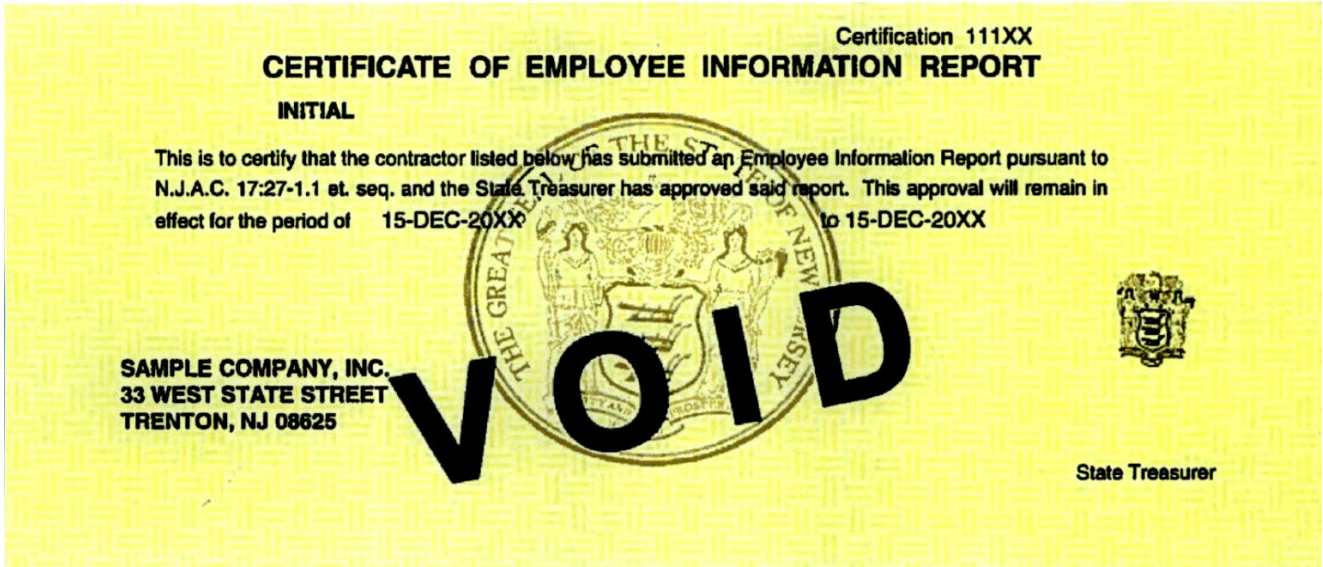
Letter of Federal Affirmative Action Plan Approval

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](http://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

<b>Bidder Name:</b>	
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#### 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](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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.

<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	



**COUNTY OF SOMERSET, NEW JERSEY**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**