

County of Somerset New Jersey

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

PURCHASING DIVISION
KAREN L. MCGEE, QPA
Purchasing Agent



PHONE: (908) 231-7045
Fax: (908) 575-3917

NOTICE TO BIDDERS #2 SOCCP

The County of Somerset is conducting a voluntary Co-operative Pricing System #2 SOCCP. Sealed bids will be received by the Purchasing Agent acting as Lead Agent on behalf of each participating contracting unit, on **July 27, 2016 at 3:00 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:

Collision Repairs & Vehicle Painting, Open Ended Contract #CC-0029-16

Specifications and instruction to bidders may be obtained at the Purchasing Office or the County website at www.co.somerset.nj.us *

We store all responses electronically; therefore submit **all pages** of the response on a CD or USB flash drive in addition to the printed copies.

* All Bid Addenda will be issued on the website. Therefore, all interested respondents 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.

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

Karen L. McGee, RPPO, QPA
Purchasing Agent

NOTICE- RESULTS OF ALL BIDS ARE POSTED ON THE COUNTY WEB SITE.

CO-OPERATIVE 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.

Twp/Boro	Street Address:	City, State, Zip	Phone Number
Alexandria, Township of	782 Frenchtown Road	Milford, NJ 08848	908-996-7071
Allamuchy Twp	PO Box A	Allamuchy, NJ 07820	908-852-5132 x110
Atlantic County	1333 Atlantic Ave., 6th Fl	Atlantic City, NJ 08401	609-343-2268
Atlantic Highlands, Borough	100 First Ave	Atlantic Highlands, NJ 07716	732-291-1444
Bayonne, City of	630 Avenue C, Room #23	Bayonne, NJ 07002	201-858-6090
Bedminster, Bd of Ed	234 Somerville Rd	Bedminster, NJ 07921	908-234-1487
Bedminster, Twp of	One Miller Lane	Bedminster, NJ 07921	908-212-7000 x412
Belmar, Boro of	601 Main St	Belmar, NJ 07719	732-681-3700 x231
Bergen County	One Bergen Co Plaza Rm 331	Hackensack, NJ 07601	201-336-7111
Bergen County Housing Author	One Bergen County Plaza, 2nd Fl	Hackensack, NJ 07601	201-336-7618
Berkeley, Twp of	PO Box B	Bayville, NJ 08721	732-244-7400 x228
Bernards Twp Public Sch	101 Peachtree Rd	Basking Ridge, NJ 07920	908-204-2600 x129
Bernards, Twp of	1 Collyer La	Basking Ridge, NJ 07920	908-204-3065
Bernards, Twp Sewer Authority	1 Collyer La	Basking Ridge, NJ 07920	908-204-3065
Bernardsville, Boro of	PO Box 158-Municipal Bldg	Bernardsville, NJ 07924-0158	
Bethlehem, Twp of	405 Mine Rd	Asbury, NJ 08802	908-735-4107 x105
Blairstown, Twp of	PO Box 370	Blairstown, NJ 07825	
Bloomingtondale, Boro of	101 Hamburg Turnpike	Bloomingtondale, NJ 07403	973-838-0778 x245
Bogota, Borough of	375 Larch Ave	Bogota, NJ 07603	201-342-1736 x267
Bound Brook, Borough of	230 Hamilton St, Mun Bldg	Bound Brook, NJ 08805-2017	
Branchburg Twp Bd of Ed	240 Baird Rd	Branchburg, NJ 08876	908-722-3335
Branchburg, Twp of	1077 Hwy 202 N.	Branchburg, NJ 08876	908-526-1300
Brick, Twp of	401 Chambers Bridge Rd	Brick, NJ 08723	732-262-1058
Brick Township MUA			
Bridgewater, Twp of	100 Commons Way	Bridgewater, NJ 08807	908-725-6300
Bridgewater-Raritan Reg Sch	836 Newmans La	Bridgewater, NJ 08807	
Brookdale Community College	765 Newman Springs Rd	Lincroft, NJ 07738	732-224-2239
Burlington County	49 Rancocas Road, PO Box 6000	Mt. Holly, NJ 08060-6000	609-265-5012
Byram Twp	10 Mansfield Dr	Stanhope, NJ 07874	973-347-2500 x129
Camden County	520 Market St, 17th Fl Cthouse	Camden, NJ 08102-1375	856-225-5439
Chatham Twp	405 Southern Blvd	Chatham, NJ 07928	
Chatham, Boro of	54 Fairmont Ave	Chatham, NJ 07928	973-377-5114
Chathams, School District of	54 Fairmount Ave	Chatham, NJ 07928	973-457-2504
Chester, Boro of	50 North Road	Chester, NJ 07930	908-879-3660 x2121
Chester, Twp of	1 Parker Rd	Chester, NJ 07930	908-879-5100 x812 or x810
Clark, Twp of	430 Westfield Ave	Clark, NJ 07066	732-388-3600
Clifton, City of	900 Clifton Ave	Clifton, NJ 07013	973-470-5754
Clinton, Town of	PO Bx 5194, 43 Leigh St	Clinton, NJ 08809	908-735-2275

Closter, Borough of	295 Closter Dock Road	Closter, NJ 07624	201-784-0600 x492
Cranford, Twp of	8 Springfield Ave	Cranford, NJ 07016	
Cumberland County	790 E Commerce St	Bridgeton, NJ 08302	856-453-2135
Delaware Valley Reg HS	19 Senator Stout Rd	Frenchtown, NJ 08825	908-996-2131 x2314
Denville, Twp of	1 St Mary's Place	Denville, NJ 07834	973-625-8300 x296
Dunellen, Boro of	355 North Ave	Dunellen, NJ 08812	732-968-3033 x3
East Amwell Twp	1070 Rt 202/31	Ringoes, NJ 08551-1051	908-782-8536 x27
East Brunswick, Twp of	4 Harts La	East Brunswick, NJ 08816	732-390-6984
East Hanover, Twp of	411 Ridgedale Ave	East Hanover, NJ 07936	973-428-3004
East Hanover Twp School Dist	20 School Avenue	East Hanover, NJ 07936	973-887-2112
Eatontown, Boro of	47 Broad St	Eatontown, NJ 07724	
Elizabeth Parking Authority	233 Commerce Pl	Elizabeth, NJ 07201	908-558-2496
Elizabeth, City of	50 Winfield Scott Plaza	Elizabeth, NJ 07201	908-820-9174
Egg Harbor, Twp of	3515 Bargaintown Road	Egg Harbor Twp, NJ 08234	609-926-4091
Essex Fells, Boro of	255 Roseland Ave	Essex Fells, NJ 07021	973-226-3400
Essex, County of	465 Dr Martin Luther King Jr Blvd	Newark, NJ 07102	973-621-0100
Evesham Twp Bd of Ed	129 E Main St	Marlton, NJ 08053	
Evesham, Twp of	115 So Elmwood Rd	Marlton, NJ 08053	
Fair Haven, Borough of	748 River Rd	Fair Haven, NJ 07704	
Fanwood, Boro of	75 Martine Ave., No.	Fanwood, NJ 07023	
Far Hills, Borough of	6 Prospect St, PO Box 249	Far Hills, NJ 07931	908-234-0611
Flemington, Boro of	38 Park Ave	Flemington, NJ 08822	908-782-8840
Flemington-Raritan Reg Sch Dist	50 Court St	Flemington, NJ 08822	908-284-7570
Florham Park, Boro of	111 Ridgedale Ave	Florham Park, NJ 07932	973-410-5330
Franklin Twp, Sewer Authority	70 Commerce Dr	Somerset, NJ 08873-3470	732-873-2121
Franklin, Twp of	475 DeMott La	Somerset, NJ 08873-2737	732873-2500 x6239
Franklin, Twp Public Library	485 Demott La	Somerset, NJ 08873	732-873-8700 x115
Franklin, Twp Public Sch	1755 Amwell Rd	Somerset, NJ 08873	
Freehold Twp	One Municipal Plaza	Freehold, NJ 07728-3099	732-294-2043
Frelinghuysen, Twp	210 Main Street	Johnsonburg, NJ 07825	908-852-4121
Garwood, Boro of	403 South Ave	Garwood, NJ 07027	908-789-0710
Glassboro, Boro of	1 South Main Street	Glassboro, NJ 08028	856-881-9230
Gloucester, County of	PO Box 337	Woodbury, NJ 08096	856-853-3420
Green Brook Twp Bd of Ed	132 Jefferson Ave	Green Brook, NJ 08812-2501	732-968-1171 x1210
Green Brook, Twp of	111 Greenbrook Rd	Green Brook, NJ 08812-2501	732-968-1023 x6603
Green Township	150 Kennedy Rd	Tranquility, NJ 07879	
Hackensack, Bd of Ed	192 Second Street	Hackensack, NJ 07601	201-646-0378
Hackensack, City of	65 Central Avenue	Hackensack, NJ 07601	201-646-3935
Hamilton, Twp of	2090 Greenwood Ave	Hamilton, NJ 08650	609-890-3648
Hanover, Twp of	1000 Rt 10, PO Bx 250	Whippany, NJ 07981-0250	973-428-2489
Harding Twp	PO Box 666	New Vernon, NJ 07976	973-267-2448

Hardwick Twp	40 SpringValley Rd	Hardwick, NJ 07825	908-362-8471
Harmony Twp	3003 Belvidere Rd	Phillipsburg, NJ 08865	908-213-1600 x11
High Bridge, Boro of	71 Main St	High Bridge, NJ 08829	908-638-6455 x23
Highland Park, Boro of	444 Valentine St	Highland Park, NJ 08904	732-514-1277
Hillsborough Twp Bd of Ed	379 So Branch Rd	Hillsborough, NJ 08844	908-431-6600 x2680
Hillsborough, Twp MUA	PO Box 5909	Hillsborough, NJ 08844	908-371-9660
Hillsborough, Twp of	21 East Mountain Road	Hillsborough, NJ 08844	908-369-3950
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	732-946-2820 x1203
Hopatcong, Boro of	111 River Styx Rd	Hopatcong, NJ 07843	973-770-1200 x4
Hopewell Twp of, Mercer County	201 Washington Crossing	Titusville, NJ 08560-1410	609-537-0244
Hopewell, Boro of	4 Columbia Ave	Hopewell, NJ 08525	
Howell, Twp of	PO Box 580	Howell, NJ 07731	732-938-4500 x2131
Hudson County	567 Pavonia Ave, 1st Fl	Jersey City, NJ 07306	
Hunterdon Central Reg High Sch	84 Route 31	Flemington, NJ 08822	908-284-7110
Hunterdon, County of	71 Main St, Bldg 1, PO Box 2900	Flemington, NJ 08822-2900	908-788-1197
Hunterdon County ESC	2026 Route 31 N, Suite 7	Glen Gardner, NJ 08826	908-638-5906
Jackson, Twp of	95 W Veterans Hwy	Jackson, NJ 08527	732-928-1200
Jefferson, Twp of	1033 Weldon Rd	Lake Hopatcong, NJ 07849	973-208-6136
Keansburg, Boro of	29 Church St	Keansburg, NJ 07734	732-787-0215 x211
Kearny, Town of	402 Kearny Ave	Kearny, NJ 07032	
Kinnelon, Boro of	130 Kinnelon Rd	Kinnelon, NJ 07405	973-838-5401 x233
Knowlton, Twp of	628 Rt 94	Columbia, NJ 07832	
Lakeland Regional High Sch	205 Coklintown Rd	Wanaque, NJ 07465	
Lebanon, Twp of	530 West Hill Rd	Glen Gardner, NJ 08826	908-638-8523
Liberty, Twp of	349 Mountain Lake Rd	Great Meadows, NJ 07838	908-637-4579
Lincoln Park, Boro of	34 Chapel Hill Rd	Lincoln Park, NJ 07035	
Linden Roselle Sewerage Auth	5005 So Wood Ave	Linden, NJ 07036	908-474-8652
Linden, City of	301 N Wood Ave	Linden, NJ 07036	908-472-8444
Little Falls, Twp of	225 Main Street	Little Falls, NJ 07424	973-256-0170
Livingston, Twp of	357 So Livingston Ave	Livingston, NJ 07039	973-488-1586
Long Beach Twp of	6805 Long Beach Blvd	Beach Haven Crest, NJ 08008	609-494-4639
Long Branch, City of	344 Broadway	Long Branch, NJ 07740	732-571-5655
Long Hill Twp	915 Valley Rd	Gillette, NJ 07933	908-647-0070
Lopatcong Twp	232 S. Third St	Phillipsburg, NJ 08865	908-859-3355 x224
Madison, Boro of	50 Kings Rd	Madison, NJ 07940	973-593-3036
Manalapan, Twp of	120 Route 522	Manalapan, NJ 07726	732-446-8342
Manalapan-Englishtown Reg Sch	54 Main St	Englishtown, NJ 07726	
Manasquan, Boro of	201 E Main St	Manasquan, NJ 08736	
Manchester, Township	1 Colonial Drive	Manchester, NJ 08759	732-657-8121

Manville, Boro of	325 No Main St	Manville, NJ 08835	908-725-9478 x103
Marlboro Twp Administration	1979 Township Dr	Marlboro, NJ 07746	732-536-0200 x1204
Marlboro Twp Public Schools	1980 Township Dr	Marlboro, NJ 07746	732-972-2000
Maywood, Boro of	15 Park Ave	Maywood, NJ 07607	
Mendham, Boro of	37 Ironia Road	Mendham, NJ 07945	973-543-6535
Mendham, Twp of	PO Box 520	Brookside, NJ 07926	
Mercer County	640 So. Broad St, PO Bx 8068	Trenton, NJ 08650-0068	609-989-6710
Middlesex Boro of	1200 Mountain Ave	Middlesex, NJ 08846	732-356-7400 x242
Middlesex County	75 Bayard St, 3rd Fl Admin Bldg	New Brunswick, NJ 08901	732-745-4192
Millburn, Twp of	375 Millburn Ave	Millburn, NJ 07041	973-564-7079
Millstone, Boro of	23 Amwell Rd	Millstone, NJ 08844	
Monmouth Co Voc Sch District	400 Kozloski Rd, PO Bx 5033	Freehold, NJ 07728	732-431-7942 x7944
Monmouth County	300 Halls Mill Rd	Freehold, NJ 07728	732-431-7370 x7372
Monroe, Twp of	1 Municipal Plaza	Monroe Twp, NJ 08832	732-521-4400 x158
Montgomery Twp Bd of Ed	1014 Rt 601	Skillman, NJ 08558	609-466-7635
Montgomery, Twp of	Municipal Bldg, 2261 Rt 206	Belle Mead, NJ 08502	
Moorestown, Twp of	111 West Second Street	Moorestown, NJ 08057	856-914-3015
Morris County	PO Bx 900, 10 Court St	Morristown, NJ 07963-0900	
Morris County Housing Authority	99 Ketch Rd	Morristown, NJ 07960	
Morris School District	31 Hazel St	Morristown, NJ 07960	973-292-2300 x2042
Morris, County College of	214 Center Grove Rd	Randolph, NJ 07869-2086	973-328-5045
Morris, Twp of	50 Woodland Ave, PO Bx 7603	Convent Sta, NJ 07961-7603	973-326-7214
Morris-Union Jointure Comm	217 Mountain View Rd	Warren, NJ 07059	908-762-5600 x5014
Mount Arlington Borough	419 Howard Blvd	Mt. Arlington, NJ 07856	973-398-6832 x112
Mt Olive Twp	204 Flanders-Drakestown Rd	Budd Lake, NJ 07828	973-691-0900 x7340
New Brunswick, City	400 Jersey Avenue	New Brunswick, NJ 08901	732-745-5059
New Milford, Boro of	930 River Road	New Milford, NJ 07646	201-967-5044 x5247
New Providence, Boro of	360 Elkwood Ave	New Providence, NJ 07974	908-665-1076
Newton, Town of	39 Trinity St	Newton, NJ 07860	973-383-3521 x226
No Hunterdon-Voorhees Reg HS	1445 Rte 31 So	Annandale, NJ 08801	908-735-2846 x5102
No Plainfield, Bd of Ed	33 Mountain Ave	No Plainfield, NJ 07060-5315	908-769-6051
No Plainfield, Boro of	263 Somerset St	No Plainfield, NJ 07060	908-769-2902
North Brunswick, Twp of	710 Hermann Rd	No Brunswick, NJ 08902	
Nutley, Twp of	1 Kennedy Dr	Nutley, NJ 07110	973-284-4960
Ocean Co Vo-Tech School	137 Bey Lea Rd	Toms River, NJ 08753	732-240-6414 x3311
Ocean, Twp of	399 Monmouth Rd	Oakhurst, NJ 07755	732-531-5000
Ocean City, City of	861 Asbury Ave, Room 203	Ocean City, NJ 08226	609-525-9356
Old Bridge, Twp of	1 Old Bridge Plaza	Old Bridge, NJ 08857	
Oxford Twp	11 Green St	Oxford, NJ 07863	908-453-3098
Parsippany-Troy Hills, Twp of	1001 Parsippany Blvd	Parsippany, NJ 07054	973-263-4377
Passaic County Bd of Soc Svs	80 Hamilton St	Paterson, NJ 07505	973-881-4133

Passaic, City of	330 Passaic St	Passaic, NJ 07055	973-365-5722
Passaic, County of	495 River St	Paterson, NJ 07524	973-247-3310
Peapack/Gladstone, Boro of	1 School St, PO Box 218	Peapack, NJ 07977-0218	908-234-2250 x100
Perth Amboy, City of	City Hall- 260 High St	Perth Amboy, NJ 08861	732-771-2508
Piscataway, Twp of	505 Sidney Rd	Piscataway, NJ 08854	732-562-2390
Plainfield, City of	515 Watchung Ave	Plainfield, NJ 07060	908-226-2568
Plainfield, City of, Bd of Ed	1200 Myrtle Ave	Plainfield, NJ 07063	
Plainsboro, Twp of	641 Plainsboro Rd	Plainsboro, NJ 08536	609-799-0909 x1406
Pohatcong, Twp of	50 Municipal Dr	Phillipsburg, NJ 08865	
Rahway, City	1 City Hall Drive	Rahway, NJ 07065	732-827-2100
Randolph Twp Schools	25 School House Rd	Randolph, NJ 07869	973-361-0808
Randolph, Twp of	502 Millbrook Ave	Randolph, NJ 07869	973-989-7058
Raritan Vall Comm College	PO Bx 3300	Somerville, NJ 08876	908-218-8866
Raritan, Boro of	22 First St	Raritan, NJ 08869	908-231-1300 x15
Raritan, Twp of	204 Pennsylvania Ave	Flemington, NJ 08822-3446	908-782-1695
Readinton Twp	509 Route 523	Whitehouse Sta, NJ 08889	908-534-4051 x224
Ridgewood Public Schools	49 Cottage Place	Ridgewood, NJ 07451	201-670-2700 x10561
Rockaway Twp	540 Green Pond Rd	Rockaway, NJ 07866	973-983-2868
Rocky Hill, Boro of	PO Box 188	Rocky Hill, NJ 08553	
Roselle Bd of Ed	710 Locust St	Roselle, NJ 07203	
Roselle Park, Boro of	110 E Westfield Ave	Roselle Park, NJ 07204-2083	908-245-6224
Roselle, Boro of	210 Chestnut St	Roselle, NJ 07203	908-259-3028
Sayreville, Boro of	167 Main St	Sayreville, NJ 08872	732-390-7008
Sea Girt, Boro	612 Philadelphia Blvd	Sea Girt, NJ 08750	
Secaucus, Town of	Municipal Government Ctr	Secaucus, NJ 07094	
Scotch Plains, Township	430 Park Avenue	Scotch Plains, NJ 07076	908-322-6700
So Amboy, City of	140 No Broadway	So Amboy, NJ 08879	732-525-5938
So Bound Brook, Boro of	12 Main St-Municipal Bldg	So Bound Brook, NJ 08880	732-356-0258 x13
Social Services, Board of	PO Bx 936, 73 E High St	Somerville, NJ 08876	908-231-5124
Somerset Cty Ed Srv Commiss	PO Bx 68, 12 E. Somerset St	Raritan, NJ 08869	908-707-1640 x3007
Somerset Cty Improve Authority	PO Box 3000	Somerville, NJ 08876	
Somerset Cty Park Commission	PO Box 5327	No Branch, NJ 08876	908-722-1200 x252
Somerset Cty Voca Bd of Ed	Voca Sch, N Bridge & Vogt Dr	Bridgewater, NJ 08807	908-526-8900 x7274
Somerset Hills Bd of Ed	25 Olcott Ave	Bernardsville, NJ 07924	908-204-1930 x1117
Somerset Raritan Valley Sewer	Polhemus La., PO Bx 6400	Bridgewater, NJ 08807-0400	732-469-0593 x206
Somerville, Bd of Ed	51 W Cliff St	Somerville, NJ 08876	908-218-4102
Somerville, Boro of	25 West End Ave	Somerville, NJ 08876-1800	
South Brunswick Bd of Ed	PO Box 181	Monmouth Junct, NJ 08852	732-297-7800 x3149
South Brunswick, Twp of	540 Ridge Rd	Monmouth Junction, NJ 08852	732-329-4000 x7304
South Orange Village, Twp	101 So Orange Ave	So Orange, NJ 07079	973-378-7715 x7729
South Plainfield, Boro of	405 Spicer Ave	So Plainfield, NJ 07080	

South River, Boro	48 Washington Street	South River, NJ 08882-1247	732-257-1999
Sparta, Twp of	65 Main St	Sparta, NJ 07871	973-729-4103
Spotswood, Boro of	77 Summerhill Rd	Spotswood, NJ 08884	732-406-7247
Stafford Twp	260 E Bay Ave	Manahawkin, NJ 08050	609-597-1000 x8521
Summit, City of	City Hall, 512 Springfield Ave	Summit, NJ 07901	908-277-9422
Teterboro, Boro of	510 Rt 46 West	Teterboro, NJ 07608	201-288-1200
Tewksbury, Twp of	169 Old Turnpike Rd	Califon, NJ 07830	908-439-0022 x726
Tinton Falls, Boro of	556 Tinton Ave	Tinton, NJ 07724	732-542-3400 x252
Toms River MUA	340 W Water St	Toms River, NJ 08753	732-240-3500 x121
Toms River, Twp of	33 Washington St	Toms River, NJ 08753	732-341-1000 x8219
Trenton, City of	319 East State Street, 1 st Floor	Trenton, NJ 08608	609-989-3138
Union County College	1033 Springfield Ave	Cranford, NJ 07016	908-709-7010
Union Twp Board of Education	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	908-527-4777
Union, Twp of	1976 Morris Ave	Union, NJ 07083	908-851-8501
Vernon Twp	21 Church St, PO Bx 340	Vernon, NJ 07462	973-764-3021
Verona, Twp of	10 Commerce Ct	Verona, NJ 07044	973-857-4804
Wall, Township of	2700 Allaire Road, PO Box 1168	Wall, NJ 07719-1168	732-820-4858
Warren County	Rt 519 So, 165 County Rd	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	908-753-8000 x233
Warren, Twp Schools	213 Mt Horeb Rd	Warren, NJ 07059	908-753-5300
Warren, Twp Sewerage Author	46 Mountain Blvd	Warren, NJ 07059	
Washington Twp	43 Schooley's Mtn Rd	Long Valley, NJ 07853	908-876-3382
Washington Twp MUA	46 E Mill Rd	Long Valley, NJ 07853	908-876-3145
Washington Twp, Bergen Co	350 Hudson Avenue	Washington Twp, NJ 07676	201-684-4404
Washington, Boro of	100 Belvidere Ave	Washington, NJ 07882-1426	
Washington, Twp of	211 State Route 31 North	Washington, NJ 07882	908-689-7204
Watchung Bd of Ed	One Dr. Parenty Way	Watchung, NJ 07069	
Watchung Hills Reg High Sch	108 Stirling Rd	Warren, NJ 07059	908-647-4800 x4850
Watchung, Boro of	Municipal Bldg, 15 Mountain Blvd	Watchung, NJ 07069	
Wayne Twp	475 Valley Rd	Wayne, NJ 07470	973-694-1800 x3202
Wayne Twp Schools	50 Nellis Dr	Wayne, NJ 07470	973-633-3053
West Amwell Twp	150 Rocktown-Lambertville Rd	Lambertville, NJ 08530	609-397-2054
West Morris Reg High Sch Dist	10 South Four Bridges Rd	Chester, NJ 077930	908-879-6404 x1001
West Windsor Township	70 Southfield Road	West Windsor, NJ 08550	609-799-8370
West Windsor-Plainsboro BOE	505 Village Road W	W Windsor, NJ 08550	609-716-5000 x5013
Westfield Bd of Ed	303 Elm St	Westfield, NJ 07090	
Westfield, Town of	425 E Broad St	Westfield, NJ 07090	

Wharton, Borough of	10 Robert Street	Wharton, NJ 07885	
Willingboro, Twp of	One Salem Rd	Willingboro, NJ 08046	609-877-2200 x1052
Woodbridge, Twp of	One Main Street	Woodbridge, NJ 07095	732-602-6001
Woodland Park, Boro of	5 Brophy La	Woodland Park, NJ 07424	973-345-8100 x201
Wyckoff, Twp	Memorial Town Hall	Wyckoff, NJ 07481	201-891-7000

**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.
 - (4) We are storing all responses electronically; therefore submit all pages of the response on a CD or USB flash drive in addition to the printed copies.
- 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 prospective bidder as required by law.
- E. 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.
- F. 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.

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 the bidder fails to enter into a 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 with a Performance Bond in the full amount of the bid.

This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results 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.

3. QUOTATIONS, BIDS 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 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 is rated by:
Standard & Poor's Ratings Group: AAA
Moody's Investors Services: Aaa
Dun and Bradstreet
- B. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter 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 Statute. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*
- E. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contract F.O.B. destination and placement as designed by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' 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 CHECK LIST PAGE.*

4. 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. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final.
- D. 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 prices 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.

5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.
- B. 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. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes 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 item(s) offered. The County reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The contractor shall hold and save harmless the County, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. 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.

6. AWARD OF BID

- 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 reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- D. 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.
- E. 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.
- F. 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.

7. NEW JERSEY PREVAILING WAGE ACT (When Applicable)

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 the 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 www.state.nj.us/labor/lssse/lspubcon.html.

8. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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 with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssse/lspubcon.html. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

9. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

10. NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities 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.

11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE EEO/AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT

A. Procurement, Professional and Service Contracts

All successful vendors must submit prior to an award of the contract one of the following:

- (1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- (2) A photocopy of their State Certificate of Employee Information Report, or
- (3) A photocopy of completed Affirmative Action Employee Information Report:
AA302- Available on-line at www.state.nj.us/treasury/contract_compliance

B. Construction Contracts

All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-available on-line at www.state.nj.us/treasury/contract_compliance for any contract award that meets or exceeds the bidding threshold.

12. WORKER AND COMMUNITY RIGHT TO KNOW ACT

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: 51 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 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.

13. STATEMENT OF CORPORATE OWNERSHIP

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

14. 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 owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

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

General Liability Insurance

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

Automobile Liability Insurance

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

B. Certificates of the Required Insurance **Yes** **No**

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

Successful respondent shall indemnify and hold harmless the OWNER 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 negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

Somerset County will not accept Mutual Limitation of Liability terms.

16. PAYMENT

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

17. TERMINATION

A. DEFAULT

Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the County. The County may terminate the contract upon 30 days' written notice to the Contractor. The County shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

B. UNCONDITIONAL TERMINATION FOR CONVENIENCE:

The County may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the contractor.

C. TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the County has determined the Contractor has failed to remedy the problem after being forewarned.

D. TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.

18. INDEMNIFICATION:

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

19. 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.

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

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

22. 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.

23. OWNERSHIP OF MATERIAL

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

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM USB flash drive media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

24. AMENDMENTS TO N.J.S.A. 2C: 21-33 et. seq. "TRUTH IN CONTRACTING"

New provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

25. N.J. BUSINESS REGISTRATION PROGRAM

Certificate required pursuant to C57, PL2004. The law provides that a copy of the Business Registration Certificate issued by the NJ Dept. of Treasury **shall be provided at the time any bid or RFP is submitted; failure to do so is a fatal defect that cannot be cured.**

26. "PAY TO PLAY" – NOTICE OF DISCLOSURE REQUIREMENT – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
- (4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

27. NON-ALLOCATION OF FUNDING TERMINATION

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

28. 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.

29. FIRM FIXED CONTRACT

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

30. W-9

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

31. 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. SOURCE OF SPECIFICATIONS/BID PACKAGES

Official County bid packages for routine goods and services are available from www.co.somerset.nj.us at no cost to the vendor. All addenda are posted on this site. 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. The County is not responsible for third party supplied specifications

34. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

**SPECIFICATIONS
COLLISION REPAIRS & VEHICLE PAINTING**

1.0 GENERAL DESCRIPTION:

It is the intent of this bid specification to establish the terms to provide Somerset County and its Co-op members, hereafter referred to as owners with an open ended (1) year contract, with the option for a second year for collision repairs, bodywork, vehicle painting, frame repair, and any mechanical repairs due to collision damage. Multiple awards shall be made. There will be a primary and secondary vendor. This will be a three-part contract: Option (A), Option (B), and Option (C). Option (A) will cover automobile, light truck and vans. Option (B) will cover medium duty truck and bus repairs. Option (C) will cover heavy duty truck and bus. The vendors may bid on one or all line items that meet the vehicle specifications. Awards will be made by line items. No guarantees are made or implied for the total value of the contract for County only purposes.

- 1.1** It is expected that vendors responding to this bid specification will have the facilities and expertise in this type of service to satisfactorily repair damages so that the vehicle will be fully road worthy and the repairs not be apparent when subjected to inspection by Somerset County or the owners.
- 1.2** Vehicles are to be repaired in an expert and expeditious manner. All broken glass or other non-repairable parts are to be removed and replaced. All colors are to be matched and paint finishes are to show no bubbles, ripples, blisters, etc.
- 1.3** This contract will be a (1) year contract with the option for a second year. The contract shall have a primary vendor and a secondary vendor for each option. The contract shall have three options: A, B, and C.
- 1.4** Option (A) Automobile, Light Truck, and van up to 9,200 GVW.
- 1.5** Option (B) Medium Duty Truck and Bus 9,201 to 17,500 GVW.
- 1.6** Option (C) Heavy Duty Truck and Bus 17,501 GVW and over.

2.0 GENERAL SPECIFICATIONS:

2.1 ESTIMATE:

The vendor shall supply a computer-generated estimate of the repairs required for vehicle collision repair. This will include, but not be limited to the following information:

- Vehicle owner, name, and address.
- Insurance company information.
- Vehicle information to include Year, Make, Model, VIN#, License Plate, and mileage.
- Description of type of work being performed or part being replaced.
- Price for parts.
- Labor for parts that are replaced.
- Paint Labor.
- Mechanical Labor.
- A sample estimate form shall be included with this bid specification.

2.2 PARTS AND LABOR HOURS:

Parts pricing and the number of hours required for job completion will be based on the most current MITCHELL COLLISION ESTIMATING GUIDE as updated or the most current MOTOR CRASH ESTIMATING GUIDE as updated. A copy of contractor's price list must be available for Somerset County and the owners for inspection at the contractor's location at all times during the contract period.

2.3 REPLACEMENT PARTS:

The replacement parts will be new Original Equipment Manufacture parts, unless specified in the estimate. Second hand or used parts may be used, provided that Somerset County or the owners give prior written approval. Failure to notify Somerset County or the owners of the substitution of new parts with after market or used parts may be cause to terminate the contract.

2.4 HIDDEN DAMAGE:

During the course of collision repairs, if additional repairs and or parts are needed and were not included in the original estimate, Somerset County must be notified. A revised estimate shall then be submitted and must be approved by Somerset County or the owners.

2.5 LICENSE:

Vendors must possess a current, valid license number issued by the State of New Jersey, Department of Law and Public Safety, permitting the bidder to engage in collision repairs type work. This license must be valid during the full term of this contract. A copy of this license shall be included with this bid specification.

2.6 GUARANTEE:

The successful contractor will guarantee his repairs against any defects in workmanship, cosmetic repairs, and painting for a period of one (1) year.

2.7 INSPECTION:

Inspection and acceptance of the vehicle repairs at the contractor's facility and acceptance of the repairs performed will be the responsibility of Somerset County, and the owners. If the services are not properly performed to the satisfaction of Somerset County or the owners, the contractor will make all corrective repairs at no extra charge.

2.8 SECURITY:

Vehicles in the contractor's possession must be stored in a secured storage area or building.

2.9 EQUIPMENT:

Bidder must possess or have access to a mig welder, frame machine and spray booth in order to be considered for an award. This equipment has been deemed important as part of a vendor's ability to provide the required services.

2.10 CONTRACTOR LOCATION:

Service contractors will be located within a 40 minute commute from the Vehicle Maintenance facility located at 750 East Main Street in Bridgewater N.J. for the convenience of Somerset County and its Co-op members.

3.0 BILLING:

3.1 All parts used in the repair must be listed and priced individually.

3.2 If there is a discount for parts, this must also be listed as a separate item with the amount deducted from the total invoice. Vendor must also reference the repair manual used for pricing the parts. Vendor must describe the parts fully and completely.

3.3 Labor must be listed as an individual cost and must include the rate per hour and the number of hours worked.

3.4 All hourly labor rates and discount percentages for parts must remain firm and not subject to increase during the two-year period of the contract.

4.0 INSURANCE:

4.1 GENERAL REQUIREMENTS:

The Contractor shall procure and maintain at his own expense, until acceptance and 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, N.J. 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 deductible 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 less than the period during which the Contractor is required by the terms of this Contract 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 possession 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, 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.

4.2 **INSURANCE REQUIREMENTS:**

The type 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 provided by the standard basic, unamended 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 breath 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, 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) **GARAGE KEEPER'S COVERAGE**

Garage keeper's coverage for loss or damage to the **SCJIF member's** property provided on a direct primary basis, with minimum limits of liability in an amount sufficient to cover the actual cash value of the subject property.

(D) **OWNER'S AND CONTRACTOR'S PROTECTIVE INSURANCE**

A separate Owner's and Contractor's Protective Liability Insurance policy shall be provided. The minimum limit of liability shall be \$5,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy is to be written for the

benefit of the **SCJIF member**, its officers and employees; they are to be named as the insured's. The Contractor shall provide documentation from the insurance company that indicates the SCJIF member 1st of the Owner's and Contractor's Protective Liability Insurance policy.

(E) **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 the Worker's Compensation and Employer's Liability Policy as well.

**AUTOMOTIVE BODY REPAIRS
QUESTIONNAIRE**

1. How long have you been engaged in the business of collision repair?

2. How many full time employees are currently employed to do collision repair and painting?

3. Have you contracted for fleet repair before? YES _____ NO _____

4. List references for fleet collision repair:

Company	Address	Telephone#	Contract Person
---------	---------	------------	-----------------

Company	Address	Telephone#	Contract Person
---------	---------	------------	-----------------

Company	Address	Telephone#	Contract Person
---------	---------	------------	-----------------

EXCEPTIONS:

For each exception, identify the section it applies to clearly by number and title.
If necessary, additional sheets may be added

(IF NONE SO STATE)

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		
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Questionnaire	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input type="checkbox"/>	Bid Guarantee (bid bond or certified/cashier's check) (with Power of Attorney for full amount of Bid Bond)	_____
<input type="checkbox"/>	Consent of Surety (Certificate from Surety company)	_____
<input type="checkbox"/>	Surety Disclosure Statement and Certification	_____
<input type="checkbox"/>	Performance Bond	_____
<input type="checkbox"/>	Maintenance Bond	_____
<input type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
<input type="checkbox"/>	Other:	_____
B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED		
<input checked="" type="checkbox"/>	Business Registration Certificate - Bidder	_____
<input type="checkbox"/>	Business Registration Certificate – Designated Subcontractor(s)	_____
<input type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid)	_____
C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION		
<input checked="" type="checkbox"/>	Three (3) references for similar projects	_____
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	_____
<input type="checkbox"/>	Catalog/Price List	_____
<input type="checkbox"/>	Product Samples	_____
<input type="checkbox"/>	Certification of Available Equipment	_____
<input checked="" type="checkbox"/>	Other: CD or USB flash drive with PDF of Bid Response along w/Printed Copies (ref page 1)	_____
D. READ ONLY		
	Americans With Disability Act of 1990 Language	_____
E. OPTIONAL ITEM(S)		
<input checked="" type="checkbox"/>	County Cooperative Contract Option	_____

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

Name of Bidder: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

COUNTY OF SOMERSET
BID PROPOSAL FORM/SIGNATURE PAGE

TO THE COUNTY OF SOMERSET
 BOARD OF CHOSEN FREEHOLDERS:

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

Collision Repairs & Vehicle Painting, Open Ended Contract #CC-0029-16

OPTION (A): Automobile, Light Truck & Van Repairs. Up to 9,200 GVW.	
Parts- % Discount	
Body Labor / Per Hour	
Paint Labor / Per Hour	
Mechanical Labor / Hour	
OPTION (B): Medium Duty Truck & Bus Repairs. 9,201 To 17,500 GVW	
Parts- % Discount	
Body Labor/ Per Hour	
Paint Labor/ Per Hour	
Mechanical Labor/ Per Hour	
OPTION (C): Heavy Duty Truck & Bus 17,501 GVW and OVER	
Parts- % Discount	
Body Labor/ Per Hour	
Paint Labor/ Per Hour	
Mechanical Labor/ Per Hour	

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

 Company Federal I.D. # or Social Security #

 Address

 Signature of Authorized Agent Type or Print Name

 Title of Authorized Agent Date

 Telephone Number Email Address

 Fax Number

COUNTY OF SOMERSET
STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

**FAILURE OF THE BIDDER TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

CHECK ONE:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Bidder Business: _____

Check which business entity applies:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Partnership Limited Liability Corporation
- Subchapter S Corporation Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

Business Address:

STREET ADDRESS	CITY	STATE	ZIP

TELEPHONE #	FAX #	EMAIL	

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

NAME	HOME ADDRESS

NAME	HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: _____ Date: _____

Printed Name and Title: _____

**COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ of the City of _____

in the County of _____ and State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of contractor)

(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

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 photostatic 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 photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

COUNTY OF SOMERSET

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

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

COUNTY OF SOMERSET

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE PRIOR TO AWARD OF BID
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL**

COUNTY OF SOMERSET

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


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 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

Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Bidder/Offeror:** _____

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, 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 outlined above by completing the boxes below.

NAME: _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Somerset County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED