

# County of Somerset New Jersey

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

PURCHASING DIVISION  
KAREN L. MCGEE, RPPO, QPA  
*Purchasing Agent*



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## NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the County of Somerset on April 3, 2019 at 2:30 P.M. prevailing time in the Purchasing Division conference room, County Administration Building, 20 Grove Street, Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

**Medium-Heavy Duty Transit/Shuttle Bus  
With ADA Wheelchair Lift  
For Somerset County Transportation Division  
Contract #: CC-9036-19**

Bid responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and the "**BID TITLE NAME & CONTRACT #**" on the outside, and addressed to Karen L. McGee, Purchasing Agent, at the address above.

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

Specifications and instruction to bidders may be obtained at the Purchasing Office or the County website at [www.co.somerset.nj.us](http://www.co.somerset.nj.us).

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

Karen L. McGee, RPPO, QPA  
Purchasing Agent – Somerset County

# COUNTY OF SOMERSET GENERAL INSTRUCTIONS

## 1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
- (1) Addressed to the Purchasing Agent
  - (2) Bearing the name and address of the bidder on the outside
  - (3) Clearly marked "BID" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted.**
  - (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. Bidders name to be identified on either the CD or USB flash drive being submitted.
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or express mail. **If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Bids received after the designated time and date will be returned unopened.
- D. The County reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each perspective bidder as required by law.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follow:
- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Multiple Bids Not Accepted  
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- H. Official Request for Bid packages are available from Somerset County's website at [www.co.somerset.nj.us](http://www.co.somerset.nj.us) at no cost to the prospective bidders. All addenda are posted on the County site and issued in accordance with N.J.S.A. 40A:11-23(c)(1). Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. Somerset County is not responsible for third party supplied specifications.

- I. The Somerset County Park Commission is to be considered an agency of the County entitled to participate in the contract(s) resulting from this bid.
- J. Results of all bids are posted on the County website.

2. **BID SECURITY**

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

A.  **BID GUARANTEE**

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

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

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

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

B.  **CONSENT OF SURETY**

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

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

C.  **PERFORMANCE BOND**

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

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

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

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

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

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

E.  **MAINTENANCE BOND**

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

- 1 Year  
 2 Years

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

A. (1) The County of Somerset is exempt from any local, state or federal sales, use or excise tax. Somerset County will not pay for New Jersey State Sales and Use Tax that are included in any invoices. Somerset County will not pay service charges such as interest and late fees.

(2) The County of Somerset or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.

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

B. Bids shall be **signed in ink** (Original Signature Required) by the bidder, all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.

C. Failure to sign and give all information in the bid may result in the bid being rejected.

D. Estimated Quantities (Open-Ended Contracts, Purchase as Needed) The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*

E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.

F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.

G. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.*

H. Results of all bids are posted on the County website [www.co.somerset.nj.us](http://www.co.somerset.nj.us)

**4. FIRM FIXED CONTRACT**

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

5. **INTERPRETATIONS AND ADDENDA**

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

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

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

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

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

- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

**7. METHOD OF CONTRACT AWARD**

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

**8. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;

E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the County may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

9.  **NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.** Pursuant to N.J.S.A. 34:11-56.25 et seq, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html).
10.  **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT—N.J.S.A. 34:11-56.48 et seq.** N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form. The form is available online at [http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw\\_cont\\_reg.html](http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html).

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

**11. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15**

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

**12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1**

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

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

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

1. Goods, Professional Services and Service Contracts

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

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

2. Construction Contracts

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

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

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



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

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

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in the final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

**16. STATEMENT OF CORPORATE OWNERSHIP – N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

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

**17. INSURANCE AND INDEMNIFICATION**

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss occurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

## **A. Insurance Requirements**

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

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

### **General Liability Insurance**

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

### **Automobile Liability Insurance**

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

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

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

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

## **C. Indemnification**

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

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

Somerset County will not accept Mutual Limitation of Liability terms.

## **18. PAYMENT**

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

## **19. TERMINATION**

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

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

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

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

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

**21. ADDITIONS/DELETIONS OF SERVICE**

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

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

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

**24. SPECIFICATIONS**

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

**25. OWNERSHIP OF MATERIAL**

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

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

**26. TRUTH IN CONTRACTING LAW**

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

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

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

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

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

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

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

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

Emergency Purchases or Contracts

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

**28. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT**

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

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

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

**30. W-9**

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

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

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

The Contractor shall:

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

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

**32. PUBLIC EMERGENCY**

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

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

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

**35. 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**  
**Medium-Heavy Duty Transit/Shuttle Bus**  
**with ADA Wheelchair Lift**  
**for Somerset County Division of Transportation**

**I. GENERAL:**

It is the intent to provide adequate description of the current need for new **2019** or newer, medium-heavy duty, rear engine, diesel powered transit bus. It shall have completed side impact and roof crush tests which shall be included with the bid submission by vendor. The bus is intended for use by a wide spectrum of passengers, including children, adults, the elderly, and persons with disabilities.

The bus shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS) , State of New Jersey, Americans with Disabilities (ADA) demand responsive service, Environmental Protection Agency (EPA) requirements and Society of Automotive Engineers (S.A.E.) recommended practices.

Bidder shall list exceptions on the exception page and mark none if there are no exceptions. If the bidder makes no notations in this area the County shall assume that the unit offered meets all specifications.

These detailed technical specifications are intended to provide a complete description of all components, systems, features, and options required by the County. Where brand names are indicated, they shall be provided unless they are not available to the bidder either from the Original Equipment Manufacturer (OEM) or in the after-market. Equivalents and substitutions are subject to the approval of the County which is the final decision maker as to acceptability of substitutions. Supporting documentation shall be provided with the bid to be considered. Failure to offer equipment as specified or with approved equivalents will deem the bid as non-responsive resulting in its rejection.

In the event of any conflict between the requirements of this Specification and any applicable legal requirement, the legal requirement shall prevail. Technical requirements that exceed the legal requirements are not considered to conflict.

The bus manufacturer shall ensure that the application and installation of major bus subcomponents and systems are compliant with all such subcomponent vendors' requirements and recommendations. Components used in the vehicle shall be of heavy-duty design and proven in transit service.

All exceptions to any requirements of these specifications must be so noted and fully explained on the exception page and mark none if there are no exceptions. If the bidder makes no notations in this area the County shall assume that the unit offered meets all specifications.

**1.0 DIMENSIONS**

**Physical Size**

With the exceptions of exterior mirrors, marker and signal lights, bumpers, fender skirts, washers, wipers, advertisement frames and rub rails, the bus shall have the following overall dimensions at static conditions and design ride height.

**SPECIFICATION  
DIMENSIONS**

Length overall w/energy absorbing bumpers	40' minimum
Front overhang	94"maximum (excluding bumper)
Rear overhang	116"maximum (excluding bumper)
Width overall	102" minimum
Height overall	131" (Top of Roof) maximum

Step Height from street level to first step-front door	15" maximum
Head room over the aisle	82" minimum
Door opening width-front door-clear opening	32" minimum
Seating capacity	40 convertible to 34 + 2 w/c
Standees	20 minimum
Vehicle turning radius-Outside body corner	48' maximum
Wheel base	276" maximum
Fuel capacity	90 gallons minimum
GVWR	36,800 lbs minimum
Tire size- load rating	Michelin XZE2+275/70R 22.5 or equivalent

### 1.1 TURNING RADIUS

Buses shall have an outer body radius not exceeding a maximum of 48 feet.

### 1.2 INTERIOR HEADROOM

The headroom above the aisle and at the centerline of the aisle seats to be a minimum of 82 inches.

### 1.3 WEIGHT

The weight of the bus with load shall not exceed vehicle GVWR (36,800 lbs minimum). A weight slip shall be provided with vehicle documents at delivery.

### 1.4 CAPACITY

The bus shall be designed to not exceed the GAWR for the front and rear axles and the vehicle GVWR. A certified weight slip is required at delivery.

### 1.5 SERVICE LIFE

The bus shall be designed to operate in medium to heavy-duty service for at least 10 years/350,000 miles and shall be capable of operating at least 45,000 miles per year.

### 1.6 ACCESSIBILITY

All systems or components subject to periodic maintenance or that are subject to periodic failures shall be readily accessible for service and inspection. To the extent practicable, removal or physical movement of components unrelated to the specific maintenance and/or repair tasks involved is unnecessary.

### 1.7 INTERCHANGEABILITY

Components with identical functions are interchangeable to the extent practicable. These components include, but are not limited to, passenger window hardware, interior trim, lamps, lamp lenses, and seat assemblies.

### 1.8 MANUALS

One complete set of manuals is provided with each order, unless otherwise noted. The specific manuals listed below shall be provided:

1. Operator's Manual (an additional manual to be provided with each bus (2) two total per bus)
2. Engine General Maintenance Manual
3. Transmission General Maintenance Manual
4. Air Conditioner General Maintenance Manual
5. Heater Parts and Diagram Manual with Bus Maintenance Manual



6. Pneumatic System Maintenance Manual with Bus Maintenance Manual
7. Complete As-built Electrical Schematics
8. Body Maintenance Manual (As built) consisting of, at a minimum, preventative maintenance sheet, body care, and all available subcomponent manuals with Bus Maintenance Manual
9. Chassis Maintenance consisting of, at a minimum, axle, brake, and suspension subcomponent manuals and lubrication guide and chassis torque specifications
10. All warranty documentation

## **II. PROPULSION SYSTEM - VEHICLE PERFORMANCE**

### **2.0 POWER REQUIREMENTS**

Propulsion system and drive train shall provide power to enable the bus to meet the defined acceleration, top speed, and gradability requirements, and operate all propulsion-driven accessories. Power requirements are based on medium duty diesel engines certified for use in all 50 states using computerized vehicle performance data.

#### **2.1 TOP SPEED**

The vehicle shall be capable of a top speed of 65 mph on a straight, level road at GVWR with all accessories operating.

#### **2.2 ENGINE**

Rear T-mounted Cummins, current model year, B6.7 (current model year), 6.7 liter turbo-charged and charge air-cooled in-line 6-cylinder electronic control medium/heavy-duty diesel engine.

- **PERFORMANCE** – Peak horsepower is 280 BHP @ 2,400 RPM and peak torque of 660 ft.-lbs. @ 1,600 RPM.
- **CERTIFICATION** – Current model year Federal EPA emissions standards certifications with Ultra low sulfur diesel fuel, diesel particulate filter (DPF) and selective catalytic reduction (SCR). A ten (10) gallon diesel exhaust fluid (DEF) tank shall be integrated into the emission after-treatment system.
- **OILING** – Engine oiling system includes a full flow spin-on two (2) quart capacity filter. Engine oil cooling is by internal mounted water to oil heater exchanger.
- **EXHAUST BRAKE** – The Cummins exhaust brake with variable geometry and turbo with dash mounted on/off switch shall be provided.

#### **2.3 DRIVE LINE**

Spicer 1710 Series universal cross bearings shall be provided.

#### **2.4 ENGINE BLOCK HEATER:**

The engine shall be equipped with a 115-volt AC, 750 watt freeze plug block heater. The plug connection is located in the engine compartment, accessible through the side service doors.

#### **2.5 DIAGNOSTIC DATA PORT:**

A J1939 diagnostic data port shall be provided in the front of the bus to troubleshoot engine, transmission and ABS systems with specific technical equipment. The port shall be located on the side of the electronics tower, side console or under the left lower dash. A second diagnostic data port shall be supplied in the rear engine area.

#### **2.6 ENGINE WARNING SYSTEM:**

An electronically controlled engine shutdown system shall be provided. The system senses engine low oil pressure and high water temperature. The driver's console panel is equipped with an override switch to restart the engine.

#### 2.6.1 Low Coolant Level Indicator:

Warning System to provide warning light in dash to indicate low coolant level.

### 2.7 ENGINE COLOR

Engine shall be a light color so that detection of oil or coolant leaks may be easily seen. Under no circumstances will black, blue or other darker colors be acceptable.

### 2.8 ENGINE EMISSION REQUIREMENTS

Engine shall be certified to meet current EPA emissions requirements.

### 2.9 FUEL SYSTEM

DOT approved diesel fuel storage system constructed of treated carbon steel, 90 gallon fitted with square female head drain plug, electric fuel gauge float switch.

- Fuel tank shall be located between the frame rails forward of the rear axle.
- An Alliance brand fuel/water separator with primer pump and indicator light shall be included.
- Fuel fill shall be located in curbside access door.

#### 2.9.1 Labeling

The capacity, date of manufacture, manufacturer name, location of manufacture, and certification of compliance to Federal Motor Carrier Safety Regulation to be permanently marked on the fuel tank. The markings are to be readily visible and not covered with undercoating material.

### 2.10 EXHAUST SYSTEM:

High capacity exhaust pipe, diesel particulate filtering system and selective catalytic reducer are included with heat shields, baffles, and vibration mounts. The tailpipe shall be designed to direct exhaust vertically at the rear most curbside corner of the bus body.

### 2.11 COOLING SYSTEMS

The Modine cooling system is sized to maintain all engine and transmission fluids and engine intake air at safe, continuous operating temperatures during the most severe operations possible and in accordance with engine and transmission cooling system requirements.

- Radiator shall be a high capacity cross-flow aluminum radiator with 1,270 sq. in. core frontal area. The radiator will be baffled top and bottom and both sides.
- A rear mounted coolant recovery tank shall be included as a De-Aeration reservoir.
- An electrically controlled mechanical fan drive shall be supplied.
- All flexible heater lines and radiator water lines shall be silicone hoses with stainless steel constant torque clamps. Supply lines are red hose color and return lines are blue colored silicone hoses.

### 2.12 TRANSMISSION

The transmission shall be an Allison B300 five (5) speed push button automatic transmission or equivalent with a duty cycle rating of 38,000 lbs. GVWR.

- Transmission shall be equipped with integral cartridge-type oil filters located in the transmission main oil supply and the cooler return circuits. Access to each filter will be through the bottom of the transmission control module.
- Transmission is controlled electronically through a control pad left of the seated driver.

### 2.13 ENGINE COMPARTMENT:

The engine compartment shall be located at rear to provide easy service access with a minimum of two (2) lights shall be installed to improve service visibility, in addition, walls of engine compartment are to be painted a light color. A compartment wall-separating engine from passenger compartment shall be fabricated of 304 grade stainless steel panel to provide a fire-resistant barrier. The panel shall be covered on the engine side with 1" Barymat sound and thermo blanket. The access to engine shall be provided by an stainless steel rear door hinged with (2) gas cylinder assist supports and held closed by (2) manual latches.

There shall be the addition of metal doors on each side of vehicle adjacent to engine compartment, these doors shall be hinged forward to provide access to the DEF tank, air cooler, oil cooler and radiator.

Engine compartment controls shall be provided for the following:

- Engine starter button
- Ignition front/off/rear
- Engine stop
- Engine compartment light
- Ametek multi-function electronic gauge

### 2.14 FIRE DETECTION

An engine compartment fire detection system shall be installed and shall alert the driver via an audible alarm and light in the driver's compartment when a fire condition may exist in the engine compartment. Three temperature sensitive sensors shall be located under the horizontal bulk head, above and downwind of the major heat sources in the engine compartment.

### 2.15 AIR INTAKE / CLEANER

The air cleaner shall be a dry pleated paper disposable type. The air piping system shall be equipped with a filter minder indicator for ease of maintenance.

### 2.16 FLUID LINES, FITTINGS AND CLAMPS, AND CHARGE AIR PIPING

The bus shall include silicone hose and constant torque clamps for the engine cooling system hoses and chassis installed heater hoses.

#### 2.16.1 Heater cut off Valve

A shut off (1/4 turn) ball type valve is required preventing hot water circulation in heaters; the valves are positioned to prevent heater bleed down if radiator and/or engine block are drained.

### 2.17 STEERING:

Integral hydraulic power steering designed for the rigors of heavy-duty applications with an 18,000 lb. rating; and a ratio of 21:1.

- The steering gear shall be TRW, Model TAS-85.
- Drivers steering column shall be TRW brand 6-way lever controlled tilt and telescopic adjustment. A padded, 18" diameter V.I.P. brand steering wheel shall also be provided.

### III. CHASSIS

#### 3.0 FRAME

Main frame of 50,000 psi steel. Must include following components:

546-1AM	X_S-5/16"X2.81"X9- 1/8"STL (7.94MMX231.8MM/.312"X9.12") 50KSI W/LWRD RR SECT
547-035	1/4" (6MM) C-CHANNEL INSERT FROM FUEL TANK TO REAR SUSPENSION - 80KSI
552-073	2850MM (112 INCH) REAR FRAME OVERHANG
549-077	20.5 INCH INTEGRAL FRONT FRAME EXTENSION
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
56A-006	SEVERE DUTY MULTI-PIECE FRT SUSP CROSSMEMBER
562-052	SEVERE DUTY MULTIPIECE MIDSHIP #1 XMBR
563-052	SEVERE DUTY MULTIPIECE MIDSHIP #2 XMBR
564-052	SEVERE DUTY MULTIPIECE MIDSHIP #3 XMBR
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER

#### INTEGRATED BODY STRUCTURE:

The integrated body is structurally fabricated using 1010/1020 low carbon steel rectangular tubing. The body frame structure as presented meets or exceeds the rollover requirements of FMVSS 220. Side and end frames shall be designed and constructed to carry the loads and stresses imposed and absorb excessive road shocks. Side doors and window openings are reinforced with gussets to transfer stresses around these openings. Roof shall be designed to withstand roll-over structure stresses. The cross frame is stretched formed steel tubing attached to the upper continuous high yield structural side wall rails.

#### 3.1 AXLES

Front axle shall be a Detroit, model DA-F-14.7-3 wide track, 55 degree wheel cut, drop center, I-beam type providing a design load rating of 14,700 lbs. capacity.

- The king pin bushings are replaceable bushings at all lateral joints with replaceable heavy-duty steering arm tie rod ends.
- The top and bottom king pin bushings and tie rod end joints are to be equipped with zerk type grease fittings. Front hub and spindle bearings are to be pre-packed grease type. Rear axle shall be a Detroit, model DA-RS-23.0 series single reduction type with design load rating of 23,000 lbs. capacity.
- Separable carrier housing construction with bolted ring gear and magnetic internal hex head lubricant drain plug are to be provided.
- The carrier and hubs are to be internally oil lubricated with multi-grade, multi-purpose gear oil.

#### 3.2 WHEELS

All wheels will be interchangeable and the wheel rims are to be hub-piloted.

Front and rear wheels are to be Aluminum disk type 22.5" X 8.25" with 10 pattern 335 mm bolt circle.

An additional Aluminum disk type wheel with matching tire to be provided with each bus.

### 3.3 TIRES

Tire shall be high capacity tires from Michelin; model XZE2+ or equivalent and tires size shall be 275/70R 22.5 single front and dual rear. Wheels and tires are to be balanced as an assembly per SAE J1986.

Vehicle shall incorporate a SmarTire brand tire pressure monitoring system from Bendix and should display tire pressure and temperature status on a dash display, informing drivers if there is a tire problem on the road. A handheld reader shall be supplied so maintenance personnel can check the status in the yard.

A hubodometer shall be mounted on the rear curbside hub to record accumulated bus mileage.

### 3.4 SUSPENSION:

A full air-ride suspension shall be included providing the driver and passengers with the ultimate in ride quality and safety.

#### 3.4.1 Front Suspension

The front suspension shall be Neway, or equivalent model AS-140 with 14,700 lbs. capacity and controlled by a constant height air spring suspension.

- Two (2) rolling lobe air springs shall be provided on the front axle. The springs air pressure will be maintained by a single time delayed height control valve. Air springs shall be internally equipped with jounce rubber stops.
- Springs will be dampened by two (2) hydraulic Sachs brand shock absorbers.
- A front sway bar shall be mounted inboard for excellent lateral stability.
- A kneeling front suspension will lower the front of the vehicle three inches (3") from the designed ride height.

#### 3.4.2 Rear Suspension

The rear air ride suspension shall be the ZF-4P or equivalent with 23,000 lbs. capacity, controlled by a constant height air spring suspension.

- Ridewell or equivalent four (4) rolling lobe air springs per axle shall be provided. Spring air pressure is maintained by two (2) height control valves. Air springs shall be internally equipped with jounce rubber stops.
- Springs shall be dampened by Sachs brand or equivalent shock absorbers.
- Lateral and longitudinal stability shall be provided by the utilization of traverse control rods.

### 3.5 SERVICE BRAKE

The air brake system shall consist of a Bendix, model ADB22X air disc front/rear brake package or equivalent. This system shall integrate an ABS system meeting all FMVSS 121 requirements.

- Front brakes shall be disc type brakes with non-asbestos linings.
- Rear brakes shall be disc type brakes with non-asbestos linings.
- Automatic Traction Control, (ATC) system shall be included. The system shall improve traction when vehicles are on slippery surfaces by reducing drive wheel over spin. The ATC system shall work automatically.

### 3.6 PARKING BRAKE

A spring brake chamber controlled by a push-pull control valve mounted on dashboard or side switch panel shall be provided.

### 3.7 AIR SYSTEM

The bus air system shall operate the air-powered accessories and the braking system with reserve capacity.

A Schraeder valve shall be supplied in the engine compartment to allow a system charge with shop air. Also included shall be an easily accessible type D connector with ball valve at the radiator cover door.

The pneumatic system shall meet all provisions of FMVSS 121.

### 3.8 AIR COMPRESSOR

A Wabco air compressor, approved by Cummins has sufficient pumping capacity to maintain all systems at rated pressures shall be provided. The compressor is a naturally aspirated Wabco brand, dual cylinder type with a 37.4 cfm rating.

### 3.9 AIR BRAKE LINES

The compressor discharge line between the air dryer shall be a flexible Teflon hose with stainless steel braided jacket. Air lines connected air control equipment shall be nylon tubing meeting SAE standard J-844.

### 3.10 AIR RESERVOIRS

The air reservoirs shall include a Bendix drain valve. There shop air connectors shall be provided at the front and rear of each bus.

### 3.11 AIR SYSTEM DRYER

The air system shall be equipped with Meritor/Wabco- System Saver model 1800P air dryer.

## **IV. ELECTRICAL SYSTEM**

### 4.0 ALTERNATOR

A V-belt driven, Leece Neville brand, 320 amp, air cooled, 12-volt alternator shall be supplied. This alternator supplies electrical power to all systems on the bus including the roof mounted ThermoKing HVAC systems.

### 4.1 BATTERIES

Dual 8-D Series batteries are required, providing 1,375 cold cranking amps each. The batteries shall be located on the roadside of the vehicle and shall be accessible through a service access door. The batteries shall be supported on a slide-out tray fabricated from stainless steel.

- The battery cables shall be color coded (RED) positive and (BLACK) negative. #2 battery cables shall be provided. The cables shall be sleeved with high abrasive resistant electric flex-guard loom for added safety.
- A master switch shall be located in the front side of the battery compartment and is accessible through the battery compartment access door.
- Anderson brand battery jumper terminals or equivalent with dust covers shall be supplied. The jumper connections are located next to battery main switch, or within the rear engine compartment.

### 4.2 WIRING AND TERMINALS

All general purpose wiring shall be cross linked polyethylene insulated and number, (function) coded for positive identification, and meets the requirements of SAE recommended practice J878a, Type SXL. Precautions must be taken to avoid damage from heat, water, solvents or chafing by improper routing, clamping and the use of grommets or suitable elastomeric cushion materials. Harnesses shall be designed to resist abrasion by the use of machine mesh woven plastic loom and be sectional, terminating at insulated multi pin quick disconnects or junction blocks. All main electrical harnesses shall incorporate 10% spare wires.

- A heavy-duty circuit junction panel shall be provided inside the bus accessible from outside through the access door under the driver's window. The panel will be equipped with heavy-duty 12-volt DC 40/30 amp relays and 12-volt DC circuit breakers. The panel shall be equipped with a complete circuit legend.
- The electrical control and wiring system shall be I/O Controls brand or equivalent; model CVC MPX Intelligent Network Control System. The system components must be capable of performing reliable operation in an environment of between minus 40° C to plus 85° C while encountering mobile shock and vibrations. Each module should be adequately shielded to prevent interference by EMI and RFI. The multiplex power source shall be isolated, avoiding any ground noise. The program for operating the bus shall be contained in the MBC (Master Bus Controller). A single downloading point shall be located on the bus for reprogramming of the electronics.
- The components of the multiplex system shall be of modular design, providing replacement by field maintenance personnel. Each module shall utilize LED's to indicate input status, output status, circuit integrity and assist in rapid circuit diagnostics and verification of the load and wiring integrity. The internal control device shall be a solid-state device, which provides an extended life service cycle. Non-self-resetting circuit breakers or fuses shall be provided to protect each individual circuit and programmable time delay functions and integrated flasher capabilities shall be contained in the control module.

#### 4.3 ELECTRICAL OPTIONS

- An electronically controlled high idle system shall be provided. The system is activated when transmission is in neutral, air conditioning is operating and/or drivers switch is on.
- A two-way radio pre-wire with 12-volt DC supply, ground harness and antenna cable conduits shall be installed.
- A 6" heavy-duty, 2-speed fan shall be mounted on the dashboard and controlled by a three position switch in the drivers area.

#### 4.5 SOLENOID SWITCH

A Solenoid breaker shall be provided to disconnect all body and electrical circuits when ignition is off, except hazard warning system circuit.

### **V. BODY CONSTRUCTION:**

#### 5.0.1 BODY FRAME STRUCTURE

- The integrated body shall be structurally fabricated using 1010/1020 low carbon steel rectangular tubing.
- Side and end frames shall be designed and constructed to carry the loads and stresses imposed and absorb excessive road shocks. Side doors and window openings shall be reinforced with gussets to transfer stresses around these openings.
- The roof shall be designed to withstand roll over structure stresses. The crossframe will be stretched formed steel tubing and attached to the upper continuous high yield structural side wall rails.

#### 5.0.2 CORROSION PROTECTION

- The bus shall incorporate a corrosion protection system on all steel structural members of the bus. Corrosion protection shall be included inside as well as the exterior of all tubular body structures. The following section outlines the minimum requirement for Somerset County NJ.
- Prior to the fabrication of the welded frame assembly, the inner walls of all structural tubing in the floor, sidewalls and roof shall be airless sprayed with Z Guard-9902S or equivalent, a thixotropic, rust-inhibiting undercoating/sealant for internal corrosion protection.
- The steel cage structure and all related metals parts, brackets, etc. shall be welded into a complete frame assembly. This assembly shall be grit-blasted entirely for a physical profile that provides excellent paint adhesion.
- The cage is prepared and primed using Akzo Nobel/Sikkens LV360 EP corrosion inhibitive 2-component high solids epoxy primer/sealer with 2.1 low VOC or equivalent. In critical corrosive areas, SikaGard-6682 or equivalent coating shall be applied to the underside of the chassis and all under-floor areas. This coating shall provide sound deadening and anti-chip coating and the coating shall be ASTM tested to 2,000 hours of salt spray.
- All welded butt joints, seams, grinded surfaces, etc. in the front and rear bulkhead area as well as the sub-floor to sidewall unions shall be completely sealed with Sikaflex 211 (gray) multi-purpose, polyurethane adhesive sealant to provide an elastic protective seal along the edges.
- A 3M double face tape shall be used between the body panels and the steel frame for bonding and separation of dissimilar metals.
- The joints, seams, etc. on the understructure of the vehicle floor and wheelwells shall be coated with Rain Buster 900 or equivalent, a polycarbamate sealant/adhesive which is paintable and remains permanently flexible while withstanding extreme joint movement.

#### 5.1 FENDERS:

Formed rubber wheelhouse extensions shall be mounted around front and rear wheelhouse opening to reduce wheel splash.

#### 5.2 MUD FLAPS:

Front mud flaps shall be provided behind each wheelwell. The rear mudflap shall be Full Width type.

#### 5.3 INSULATION:

The upper sidewalls and ceiling shall be insulated with sprayed in-place urethane foam. This insulation shall be closed cell and offers higher noise and heat insulation values.

#### 5.4 BUMPERS

The front and rear bumpers shall be reinforced energy absorbing type providing protection at speeds of up to 6.5 mph for front impact and 5 mph for rear impact. The bumper material is corrosion-resistant and withstands repeated impacts of the specified loads without sustaining damage.

#### 5.5 TOWING

Two frame mounted tow hooks shall be installed in the front of the vehicle. The front tow devices shall allow for lifting of the vehicle for transportation.

#### 5.6 WHEELHOUSINGS

The front wheel housings and rear wheel housings shall be formed and fabricated using corrosion protected 14-gauge stainless steel, and be installed between the under-structure and the plywood sub-floor.



## 5.7 FLOOR COVERING

Flooring to be composites, 3/4-inch flooring. All edges shall be sealed and undercoated prior to installation with sealant caulking and fastened with corrosion resistant floor fasteners.

The entire floor shall be covered in GerFlor/Sirius Anthracite NT 6727 minimum flooring or equivalent. Flooring shall cover the main floor and cove up the wall to the seat rail. Radiused coving shall be used at all 90 degree angles where floor and wall meet. Flooring material shall be installed over smoothed over composite flooring to assure there are no ridges or gaps in the surface and all seams shall be heat welded to make flooring seamless.

The entrance steps shall be the same GerFlor/Sirius Anthracite NT 6727 material or equivalent, Nosing shall be Yellow GerFlor Step Nosing. A safety message using the words "WATCH YOUR STEP" in 2 ½" tall yellow letters shall be digitally printed/incorporated into each step riser.

A standee line shall be inset between the stanchions at the front of the seating area using the same Yellow GerFlor flooring used in the nosing.

GerFlor/Sirius Anthracite NT 6727 flooring required over front and rear interior wheel housings.

Manufacturer shall take extra care to assure no foreign matter, ridges, or edges appear in the flooring after it is installed. All welded seams shall be complete with no gaps.

The floor in the operator's compartment Driver's platform shall be raised approximately 2" above passenger floor level and covered with 3/4" composite and GerFlor/Sirius Anthracite NT 6727 flooring or equivalent.

## 5.8 STEPS & STEPWELL

Three (3) steps with riser height of approximately 8". An entrance de-icer shall be installed in the bottom step, it shall be hot water or electric type and its placement on the step shall be designed such as to maintain the flatness of the GerFlor/Sirius Anthracite NT 6727 flooring or equivalent. There shall be no bumps or rises in the step surface.

Hot air directed onto the stepwell alone does not meet the step de-icer requirement.

Doorways shall be formed and weld fabricated, using 11-gauge stainless steel.

Entrance grab handles shall be powder coated in yellow and installed on each side of the entrance to meet with ADA regulations. The left side rail shall be mounted to run parallel to the steps. The right side shall be vertically mounted.

## 5.9 HEADROOM:

Interior must have a minimum of 82" headroom at aisle; measured over 3/4" plywood and floor covering.

## 5.10 JACKING / HOISTING:

The bus floor structure is equipped with integrally welded steel jacking plates. The jacking plates are painted yellow for easy identification.

## 5.11 BATTERY COMPARTMENT:

A 304 Grade stainless steel compartment must be provided roadside to accommodate the size and weight of the batteries. The stainless steel tray shall be vented and pull out easily.

## 5.12 RAIN GUTTERS:

Rain gutters shall be installed on each side to prevent water flowing from the roof on to passenger doors, windows, driver's side window and exterior mirrors.

## **VI. EXTERIOR PANELS AND FINISHES**

### **6.0 FINISH AND COLOR**

- The entire exterior body surface shall be completely sealed, cleaned, sanded and primed before final finish. The final finish surface is a two-component, high-solids polyurethane single-stage paint system. All paint materials must be low V.O.C. meeting all State and Federal Health and Safety Regulations per Somerset County's attached paint scheme.
- Window area shall be blacked out with high Gloss Black Paint.
- The exterior paint design shall consist of base white paint and two large format wavy stripes. The white base color shall be as supplied by the body manufacturer.
- The "top" stripe shall be non-metallic blue with specific paint color to be selected at time of order from body manufacturer's standard offerings. The wave design shall start at the forward edge of the body on each side at the skirt bottom, sweep up toward the window line, and return down toward the wheel housings before sweeping back up to the roof line, past the curvature. The stripe width will be variable by design with final proportions to be determined at time of order.
- The "bottom stripe" shall be non-metallic green with specific paint color to be selected at time of order from body manufacturer's standard offerings. The wave design will generally follow the contours of the top stripe beginning from approximately the middle of the bus body at the body skirt to the wheel housing, behind which it will sweep up to the roof line, past the curvature. The stripe width will be variable by design with final proportions to be determined at time of order.
- Where the stripping design covers windows, Contravision or like vinyl that matches the stripping shall be applied to maintain the stripping lines while providing the ability to see out the window from inside.
- Design schematic/diagram will be supplied to successful/awarded bidder, final details/design will be based on the design of the successful bidder's vehicle body design and final graphics design shall be approved by Somerset County

### **6.1 EXTERIOR LETTERING**

A high-quality vinyl shall be used for all lettering. The colors, paint schemes, signage, logo locations and lettering shall be specified by the Somerset County Division of Transportation at the time the bus is ordered.

A "THIS VEHICLE STOPS AT ALL RAILROAD CROSSING" sign shall be affixed to the rear exterior of the vehicle, in view of vehicles directly behind the bus. This sign shall be red lettering or white letters on red background per the County's current fleet design.

A NJMVC "Yield to Bus Entering Highway" sign shall be affixed to the driver side rear exterior of the vehicle, in view of vehicles directly behind the bus.

### **6.2 LICENSE PLATE PROVISIONS**

Provisions are to be made to mount standard size New Jersey license plates on the front and rear of the bus. These provisions are to mount the license plate so that the bus can be cleaned by automatic bus washing equipment without being caught by the brushes. License plates are to be mounted at the lower center of the bus and not allow a toehold or handhold for unauthorized riders.

## **VII. HEATING VENTILATING AND AIR CONDITIONING**

## 7.0 HEATERS:

- Driver's area shall be heated by a forced air heater/defroster. The heater and defroster provide minimum (67,000) BTU with 550 CFM of air flow. Heat shall be controlled by electric over vacuum dash mounted controls. The system provides 4 speed fans with a fresh air intake mode. Windshield airflow will be through molded dash air ducts providing even air diffusion.
- A convective type heating system shall be mounted on each sidewall at the floor level. This heating system will distribute uniform heat throughout the vehicle.
- A Spheros (Webasto), with programable timer, (12-volt) diesel fueled auxiliary coolant heater will be provided. The auxiliary heater provides a control panel mounted within the driver's compartment. The coolant heater provides additional heating capacity to passenger compartments as well as quick start on cold mornings. IS A TIMER REQUIRED – The speak of assistance with cold start
- Driver's area will be heated and/or cooled by a set of additional overhead HVAC ducts plumbed from the passenger compartment HVAC system. The overhead air flow routed through adjustable air ducts providing even air diffusion.
- Heat from front heater defroster shall be ducted to blow hot air to the front entrance door area.
- A Warm Welcome brand or equivalent, 24-volt under rubber flooring heating mat that is applied to the non-ramp equipped entry/exit door.

Important – No heated surfaces accessible to passengers shall become so hot as to cause a burn or injury hazard.

## 7.1 AIR CONDITIONING:

A heavy-duty Thermo King – Athenia AM II 1000 or equivalent, roof top mounted HVAC system or equivalent will be supplied. The heating system shall have a minimum rating of 115,000 BTU. The air conditioning component of the system has a minimum rating of approximately 113,000 BTU when utilizing R407C refrigerant. The HVAC system incorporates a Thermo King, model X430 refrigerant compressor or equivalent. The electronic climate control system shall be the Thermo King - Intelligaire III. Brushless electric motors are required on the HVAC system.

The successful bidder shall provide a training session on trouble shooting and maintenance of the air conditioning system. The air conditioning system shall include a two year on site unlimited mileage warranty on the A/C system.

## 7.2 AIR INTAKE

The air intake shall be mounted at the highest possible location for the cleanest air possible.

## 7.3 ROOF VENTILATORS

Two Transpec low profile vents or equivalent ventilators shall be provided in the roof of the bus one approximately over the front axle and one approximately over the rear axle. An emergency escape hatch shall be incorporated into each ventilator and shall protrude no more than 0.75" above exterior roof panel. The ventilator is to be easily opened and closed manually and shall be marked with instructions for proper use, it shall also have an exterior release handle. To reduce opportunities for water leaks, roof ventilators are to be attached without use of screws, rivets, adhesives, fasteners of any type or have holes drilled in the exterior roof panels.

## **VIII. SERVICE COMPARTMENTS AND ACCESS DOORS**

### 8.0 ACCESS DOORS

The following are minimum access door requirements:

The bus shall be equipped with exterior stainless-steel access doors. All panels shall allow for easy access for the inspection and/or maintenance of main component areas of the vehicle. The following exterior access doors and panels should be provided:

- Wiper motor access shall be located in front of the vehicle below the windshield and allows wiper motors to be removed or inspected. Door is latched and sealed along their contact edge with weather seal.
- A junction box access door shall be located under the driver's side window, this panel provides easy access to front electrical panel, circuit breakers and fuses that protect operator-controlled circuits of vehicle electrical systems.
- Chassis interface access shall be located under the Junction Box. This allows access to some of the chassis electrical connections, circuit breakers and fuses that protect operator-controlled circuits of vehicle electrical systems.
- A battery door shall be located behind rear wheel on the roadside and allows access to batteries, battery disconnect switch, converter, fuses and breakers. The door shall be hinged at the leading edge and opened/closed with a quick access thumb latch.
- A Radiator door shall be located on the roadside, at the rear of the vehicle and allows access to the radiator, charge air cooler and oil cooler for cleaning and servicing. This grilled door is held open by one (1) slide glide mechanical device.
- A surge tank / engine door shall be located on the curbside, at the rear of the vehicle and allows for easy filling and checking of the engine cooling system. The door provides access to the various engine and chassis general maintenance locations. Door is held open by gas springs and is held closed by manual latches.
- The fuel fill access door shall be located curbside behind the front axle. Allows access to diesel fuel nozzle.
- The diesel emission fluid access shall be located on rear curbside of the vehicle. Allows access to the DEF Tank to fill.
- An access door for the exhaust aftertreatment shall be located at the rear curbside of the bus. The access allows access to check and maintain the after-treatment device but also gives access to the DEF tank when service and inspections are required. Door is equipped with slide-glide mechanical device and is held closed by square key latches.

#### 8.1 INTERIOR ACCESS DOORS AND PANELS

- An access panel located at front destination sign above the windshield and shall allow access to the destination sign.
- Entrance and exit door location shall have a panel located directly above doors and allows access to the passenger door mechanism. The entrance access door is held open by metal retainer and closed by manual latches. The exit door access shall be built into the A/C duct and held in place by quarter turn screws and opens downward.
- Access to the transmission driveline shall be located on the interior floor at the rear of the bus.
- Access to the diesel fuel sender shall be located on the floor at the front of the bus.
- A/C System interior access shall be located at the rear of the bus and is held in place by screws.

### **IX. LIGHTING**

#### 9.0 EXTERIOR CLEARANCE, CLUSTER AND MARKER LIGHTS:

Light emitting diode (L.E.D.) clearance, cluster and 3 pairs of side marker lights meeting current federal and NJ MVC specifications shall be supplied. Amber and red reflectors shall be mounted sides and rear as specified by federal regulation.

#### 9.1 LIGHTS

All exterior lighting conforms to all State regulations and FMVSS 108.

- LED headlamps low beam shall be provided.
- Front directional lights shall be 4" diameter mounted horizontally, one (1) on each side corner controlled by a steering column mounted level.
- Stop and tail lights shall be red lens vertically mounted, 7" diameter in size, two (2) per side.
- Back-up lights shall be white lens vertically mounted 7" diameter in size one (1) per side.
- REAR DIRECTIONAL LIGHTS - Amber rear directional lights shall be vertically mounted 7" diameter in size, one (1) per side.
- Side marker and ICC marker lights shall be roof mounted, five (5) each amber front, and seven (7) each red rear.
- The entrance and exit lights shall be provided for ADA compliance.
- Doorway lights are suitably mounted so that entire entrance, exit and a portion of the ground area outside the bus sufficiently illuminated. The doorway lights are extinguished when the front and rear door is closed.
- All exterior lights provided are to be LED.
- A vehicle accident avoidance light, red 7" round, shall be located on the centerline of the bus on the upper access panel.
- Side directional lights shall be 1.75" x 4" mounted horizontally on the side of the bus above the front and rear tires on each side as well as a third pair mounted mid-ship, protected by metal light guards.

## 9.2 INTERIOR LIGHTING

Interior lighting shall be ceiling mounted Pretoria brand, LED type cove lighting fixtures or equivalent. The lighting shall be mounted continuous front to rear on each side of the passenger compartment. The first light fixture on each side is extinguished when the front door is closed. A single driver's overhead LED light fixture shall be provided with separate controls.

## X. INTERIOR PANELS AND FINISHES

### 10.0 FINISH

The interior body panels shall be selected from various types of materials providing a light gray color coordinated interior.

#### 10.1 SIDE PANELS INTERIOR:

- The side wall panels shall be reinforced 1/10" thick laminated melamine panels installed sectional with adhesive and trim moldings.
- The rear wall panels shall be contoured 1/10" thick laminated melamine panels installed with adhesive and trim moldings.
- The headlining material shall be reinforced 1/10" thick laminated melamine panels installed with double face tape and trim molding or equivalent.

#### 10.2 OPERATORS BARRIER

A barrier shall be installed between the operator and the street side passengers. The barrier shall be made of Plexiglas, or equivalent, a finish which will minimize glare and reflections in the windshield and shall comply with NJ M.V.C.

#### 10.3 INTERIOR SIGNAGE

A high quality vinyl shall be used for all lettering.

- All required NJMVC and ADA signs shall be posted within vehicle (i.e. emergency exits, priority seating, etc.)

- A "Do Not Stand Forward of White Line While Bus is in Motion" sign shall be posted on the front bulkhead.
- A "NO SMOKING, NO EATING, NO DRINKING" sign shall be posted in the front interior of the vehicle in view of all passengers.
- A sign informing passengers of on-board video recording shall be posted in view of passengers.
- Exterior height of vehicle, including emergency hatch shall be posted in clear view of the seated driver.

## **XI. DOORS**

### **11.0 ENTRANCE DOOR**

Two-panel front and center mounted door design shall be provided with a minimum door width between grab rails of 31" front and 43" center and a clear door height of 82". The doors are driver controlled. Electrical door motors shall have auto re-open feature.

- Vertical door shafts shall be integral part of the door panels and the top portion of the shaft is hexagonal to prevent the door panels from rotating out of alignment.
- The Perimeter door edges shall be sealed with neoprene bulb seals. Center of door assembly will be equipped with overlapping neoprene 2" leading edge seals. Seals overlap front to rear to provide an air and water shade
- The door actuation is controlled via a driver controlled door switch mounted within the seated driver's reach .
- The passenger doors can be activated in an emergency situation by an electric door motor release located within the door area.
- The center door shall be interlocked by a door switch controlling the rear brakes and accelerator. The system will require the bus to be below 2 MPH before the doors may be opened. Once the doors are opened the interlocks engage.
- Install a four- (4) inch padded header over the door.
- Grab rails shall be provided in front and rear of stepwell. Forward rail shall be mounted vertically, and rearward rail shall be mounted parallel to steps. Rail positioning shall not intrude into NJMVC clear opening measurement requirements. Grab rails shall be painted or powder coated yellow.
- Entrance door to have exterior key lock located behind an access door.

## **XII. SEATING/STANCHIONS/GUARDRAILS**

### **12.0 PASSENGER SEATING**

Seats shall be Freedman, Citi-seat model rigid seats with cloth inserts or equivalent. There shall be five (5) perimeter aisle facing seats mounted behind the driver's seat followed by six (6) flip seats mounted over the 2 wheelchairs placements front to back. On the curb side there shall be eight (8) perimeter aisle facing seats behind the front entry door. Behind the rear entry door, there will be four (4) rows of forward facing double seats on both sides of the aisle followed by a rear row of five seats. Total seating capacity of seats is 40 passengers or 34 plus 2-wheelchair placements. The seat inserts shall be upholstered with CMI NPF #040 Tumbler material with Nanocide cloth. All seating positions including the rear row seats shall have grab handles mounted on the top of the seat. Minimum seat spacing shall be 28" hip to knee.

A floor plan shall be submitted with the contractor's bid. The floor plan shall be to scale. The plan as a minimum shall include seat locations, door locations, wheel housings, aisle, seat spacing, windows, stanchions, and driver's position. All body dimensions must be listed.

### 12.1 STANCHIONS AND GUARDRAILS

All stanchions, overhead handrails, and metal cross rails shall be painted or powder coated in yellow finish.

A vertical stanchion with guardrail and modesty panel shall be installed at the right rear corner of the drivers' seat in such a position as not to interfere with the adjustment of the drivers' seat or not to obstruct the aisle.

A vertical stanchion, guardrail and modesty panel shall be located behind the entrance step well, behind the wheel chair lift, behind the wheelchair stations, and also behind the drivers' position.

All modesty panels shall be padded on both sides with fabric matching passenger seats.

Overhead grab rails on each side of the aisle shall be installed in the ceiling and shall comply with ADA and NJDOT requirements.

### 12.2 PASSENGER STANDEES

Passenger standee capacity will be no less than twenty (20) with the specified seating layout and meet NJMVC approval.

### 12.3 OPERATOR SEATING

A USSC, model 9100 ALX3 air suspension driver's seat or equivalent shall be provided. The seat features six-way adjustments with air actuated lower lumbar support. Both a lap and shoulder harness will be required.

## **XIII. OPERATOR AREA**

### 13.0 SWITCH PANEL:

Driver's switch panel shall be located left of driver's seat. Switches shall be rocker type where possible.

Electrical access panel shall be provided and located under the driver's side window. This compartment is to be sealed from moisture and equipped with an interior release lever.

**DRIVER WINDSHIELD SUN SHADE** - Driver's non-transparent pull-down sunshade shall be provided on the windshield, operating on guides to keep the shade close and parallel to the windshield. The roller will allow easy deployment when pulled downward, remaining where placed until released.

**DRIVER SIDE WINDOW SUN SHADE** - Driver's non-transparent pull-down sunshade shall be provided on the streetside window operating on guides to keep the shade close and parallel to the window. The roller will allow easy deployment when pulled downward, remaining where placed until released.

**DRIVERS COATHOOK AND STRAP** - Provided in the drivers area.

### 13.1 OPERATOR'S CONTROLS

Following are minimum requirements:

The driver's area shall consist of an ergonomically designed dash console complete with similar controls and instrumentation as listed below. The control panel shall provide labeled and illuminated system control switches:

- A. Normal Bus Operation Controls
  - Engine start switch
  - Transmission selector
  - Door control
  - Turn signal
  - Dash heater / defroster
  - Windshield wiper
  - Master run switch
  - Parking brake
  - High beam
  - Hazard lights
  - Kneeling control
  - Instrument lighting control
  
- B. Special Controls
  - ABS diagnostic test
  - Stop engine override
  - Drivers fan
  - Exterior mirror heater/remote controls (optional)
  - Dash air conditioning
  - Engine diagnostic test connectors
  - Stop request chime
  - Fast Idle
  - P.A.
  - Diagnostic light panel test
  - Destination Sign control
  
- C. Passenger Comfort Controls
  - Climate control (temperature select)
  - Interior HVAC (blower)
  - Interior lights (passenger compartment)
  
- D. Operator Foot Controls
  - Accelerator pedal
  - Brake pedal
  
- E. The Driver's Instrument:
  - Tachometer
  - Speedometer
  - Fuel gauge
  - DEF gauge
  - Oil pressure gauge
  - Coolant temperature gauge
  - Voltmeter
  - Dual air gauge
  
- F. Dash Mounted Telltale Lights:
  - Low oil pressure
  - Coolant temperature
  - Lift deployed
  - Alternator fail
  - Engine shutdown
  - Park brake
  - High beam



- Air conditioning inoperative
- Low air pressure

### 13.3 HORN

Dual electric horns located away from wheel splash area shall be provided with a horn button located at center steering wheel hub.

### 13.4 VEHICLE HEIGHT/WEIGHT SIGNAGE

Height and GVWR weight of vehicle shall be posted in clear view of the seated driver.

## **XIV. GLASS**

### 14.0 WINDSHIELD

The windshield shall be a swept-back modern design with two (2) piece, 1/4" thick, 73% single density laminated safety float glass. The windshield has a dark tinted sun-shade across top for driver safety. The windshield is glazed with two (2) piece black ozone treated extruded locks and key rubber.

### 14.1 WINDSHIELD WIPERS

Two speed electric wipers shall be provided, one (1) on each side with a single control.

- Wiper arms shall be pantograph type. The wiper blades park at center of windshield.
- The washer system shall include an electric pump with a 3-gallon washer reservoir. The supplying nozzles shall be located on wipers wet arm.
- The wipers shall include a variable speed control allowing timed intermittent windshield cleaning.

### 14.2 SIDE WINDOWS:

The passenger windows shall include black painted coating, extruded aluminum sash frames with upper T slide transom openings. The windows shall be glazed with 1/4" nominal thick, 31% gray density laminated safety sheet glass. An adequate number of windows on each side designed to meet FMVSS 217 for emergency egress.

The first curbside passenger window behind the front door shall be glazed with 1/8" nominal thick clear tempered safety glass in the upper transom section for sign viewing.

Window stops shall be installed and window maximum opening shall be as prescribed by NJMVC requirements. Number of push out windows shall meet NJMVC requirements plus one additional window.

## **XV. MIRRORS**

### 15.0 INTERIOR MIRROR

Interior mirror for driver's viewing of passenger compartment is a 6" x 30" size from Rosco or equivalent with integrated backup camera and monitor system.

When the center door is specified, a 12" diameter convex mirror is installed behind and above the doorway. This mirror is viewed through a 6" diameter convex mirror mounted in the upper front interior corner of the bus.

## 15.1 EXTERIOR-REARVIEW

Fully adjustable 15" x 8" overall, two (2) part mirrors shall be supplied. The upper section shall be 8-1/2" section of flat glass and the lower section is 5-1/2" convex adjustable diminishing glass. The mirrors shall be installed with a quick mount disconnects, and be supported by rigid adjustable black powder coated arms.

All exterior mirrors shall be heated and remote controlled with Integrated turn signals.

## **XVI. ACCESSIBILITY PROVISION**

### 16.0 GENERAL

The design and construction of the vehicle shall be in accordance with all requirements defined in 49 CFR, Part 38, Sub-part B: ADA Accessibility Specifications for Transportation Vehicles - Buses, Vans and Systems.

### 16.1 LOADING SYSTEM

#### **BRAUN - UVL IN-STEP WHEELCHAIR LIFT**

The Braun UVL passive in-step lift system or equivalent, constructed of steel and aluminum. The lift is fully enclosed in a stainless steel compartment and installed in the rear stepwell. This lift meets ADA, California Title 13 requirements. Platform size is 31" x 48" and has a powered roll-stop. This in-step lift can be integrated into the center door of the bus.

### 16.2 WHEELCHAIR ACCOMMODATIONS

- Two forward facing tie-down system that has been crash tested at 30mpg/20g shall be provided. The Q'Straint QRT MAX model Q-8300-A1 system or equivalent shall include heavy-duty retractors with "J" hook ends with adjustable and retractable lap/shoulder combo. The belts shall attach to Slide N'Click Floor Anchor fittings, front fittings shall be installed 34 inches apart, rear fittings shall be installed 18 inches apart and front to rear fittings shall be installed 52 inches apart. Location of entire system shall be discussed with County, successful bidder, tie down system manufacturer and installer at time of bus order.
- Two under-seat TDSS or equivalent restraint storage system shall be provided underneath of the flip- seats.
- Also included shall be two each 12 inch and a 20 inch lap belt extensions model # Q5-6340-12-INT & # Q5-6340-20-INT.

## **XVII. SIGNAGE AND COMMUNICATION**

### 17.0 DESTINATION SIGNS

- Twin Vision brand, Smart-Series or equivalent, all LED, solid-state electronic sign system will be supplied. The signs are mounted in the upper windshield area and in the upper transom of the first curbside window. Each LED has a special ultra violet protection for long life and reduced fading. The front sign has 16 rows x 160 columns with a display area of 7.9" x 63". The side sign has 14 rows x 108 columns with a display area of 4.25" x 42.25". Up to 10,000 message lines can be stored in the ODK control console mounted overhead, within easy reach of the driver. The sign system is programmable with a USB stick.
- Destination information shall be determined by Somerset County at time of award.

### 17.1 PASSENGER STOP REQUEST

- The passenger signal is to be a touch tape type, conveniently located so standing, seated, and wheelchair utilizing passengers can easily reach it. The tape switches are 18" long and are mounted on all window posts. The touch tape is accessible to all passengers and meets

ADA regulations. Two push button signals shall be provided in total for the two wheelchair locations, mounted under the flip seats.

- There is to be a lighted display sign, which indicates "NEXT STOP" or "STOP REQUESTED" when the signal is activated. The signal chime shall operate once, and the sign lights and remains lit with the chime disabled, until the next stop, when the front doors are opened the system is reset. There is also to be a switch in the driver's area that will shut off and reset the system.
- The lighted display is to be located in the front destination access door. A light on the instrument panel is to be lit when the display sign is lit.
- There is to be a second passenger signal for the non-ambulatory passengers that alerts the operator when a non-ambulatory user wishes to deboard. This signal shall be an ADA approved chime system using yellow touch tape in the wheelchair area to ring when a stop is requested.

## 17.2 RADIO/PA SYSTEM

- An AM/FM/CD stereo with public address amplifier and flexible gooseneck microphone shall be supplied. Eight (8) speakers will be provided, four (4) front and four (4) rear, in the face of the ceiling cove. An exterior speaker will be provided and located at the front door entrance area.

## **XVIII. MISCELLANEOUS**

### 18.0 EMERGENCY EQUIPMENT

- The bus shall be equipped with an audible reverse alarm that activates when the bus transmission is put in reverse, 5lb. minimum ABC rated fire extinguisher, first aid kit, body fluid spill kit and triangular hazard kit.
- Two Q-Straint or equivalent web cutters shall be supplied, one located within reach of the seated driver the second at the wheelchair securement area.

### 18.1 BACK UP CAMERA

The backing camera shall be a weatherproof Rosco STSC109B or equivalent and shall be located at the rear of the bus to give full field of vision behind the vehicle. It shall be designed so rear lights on bus do not interfere with the picture viewed by the driver. The driver's monitor shall be integrated into a 6"x30" Rosco drivers mirror. Camera is to ONLY be activated by the transmission reverse switch.

### 18.2 BACK UP SENSOR

Intermotive "Hawkeye" brand and model reversing distance sensor or equivalent shall be flush mounted using a total of two sensors mounted on the rear of the vehicle. The monitor shall be installed within easy sight of the seated vehicle operator on the rear view mirror or other prior approved location. The system shall be installed such that it is only in operation when the transmission is in reverse.

### 18.3 INTERIOR CAMERA

- A Rosco brand Dual-Vision HD Digital Recorder XC4 model DV440 or equivalent with a one piece dual locking bracket to protect/secure SD card shall be mounted at the front interior of the bus, shall include two 64GB Transcend SCXC Class 10SD memory cards with embedded software, with expandable capabilities up to 2TB. Camera shall have Wifi and cellular transmission capabilities.
- The system will include an additional interior HD dome camera, model STSC169 or equivalent with cabling & adaptors that will record on the SD Card, and is positioned to see the wheelchair access and rear interior. Location of this camera must be discussed and approved by the County at time of order.

- An additional exterior HD license plate camera, model STSC112 or equivalent with cabling & adaptors that will record on the SD Card in the HD Digital Recorder, will be positioned at the rear/back of the vehicle. Location of camera must be discussed and approved by the County at time of order.

#### 18.4 FRONT MOUNTED BICYCLE RACK

A 'Sportworks' or equivalent, bike-rack shall be supplied and installed in the front of the bus. The model shall be a DL2 S/S or equivalent, with a positive latching system, locking in both the stowed and deployed positions. This stainless steel rack shall have an electro-polish finish giving it a brushed chrome-like appearance. A C-Bracket method for mounting to the front bumper shall be utilized according to the manufacturer's recommended guidelines.

#### 18.5 FARE BOX

A "Diamond" or equivalent fare box model SV shall be supplied and installed in the front driver's area at the top of the step well out of the way of passenger entry and egress. One (1) vaults shall be supplied, vaults shall be key/lock #7M19069 and cabinet shall be key/lock # 7M19071.

#### 18.6 SERVICE TRAINING

The successful bidder shall provide a minimum of two (2) day of training/instructions to a maximum of three (3) Somerset County personnel on the proper operation and maintenance of the vehicle at the vehicle manufactures production location.

#### 18.7 DELIVERY

The bus shall be delivered within fourteen (14) Months from the date of receipt of a county issued purchase order. Vehicle shall be delivered completely lubricated, registered, NJMVC inspected and ready to operate. Vehicles shall be delivered with at least one half tank of fuel, minimum of forty-five (45) gallons.

Successful bidder shall deliver the specified vehicle Monday through Friday. No vehicles shall be delivered on Saturdays, Sundays or holidays. Hours of delivery shall be 8:00 a.m. through 3:00 P.M.

##### 18.7.1 Liquidated Damages

The parties hereby agree that if the successful bidder fails to commence delivery within the time specified above or to complete delivery of all vehicles as specified in the delivery schedule or within such further time as may have been granted in accordance with the provisions of the contract, the successful bidder shall pay to the County liquidated damages in the amount of \$100 per vehicle per each calendar day the delivery is late.

#### 18.8 ACCEPTANCE:

Acceptance shall be based upon the following:

1. Vehicle inspection in compliance with this specification, including materials and workmanship.
2. Satisfactory operation of all equipment.
3. Delivery and acceptance of all manuals.
4. Delivery and acceptance of all engineering vehicle drawings and as built electrical schematics.
5. Documentation on unit weight certification for a fully equipped vehicle.
6. Applicable vehicle placard (by chassis/cab manufacturer) and altered vehicle placard (by body builder) shall be prominently displayed in the cab as required by FMVSS.
7. Approved training program and schedule.
8. Two (2) complete sets of keys. Each set on a separate key ring.

#### 18.9 WARRANTY

New vehicle limited warranty should be at a minimum:

- Chasis frame rails, cross members, body shell structural components including roof, sidewalls, floor and paint – 2 years/100,000 miles (100% parts and labor)
- Front and rear axle assemblies, suspension, drive shaft and support beams – 2 years/50,000 miles (100% parts and labor)
- Engine – 5 years/300,000 miles
- Transmission – 5 years/unlimited mileage
- Wheelchair lift, Air conditioning and Heating System – 2 years/50,000 miles or manufacturers warranty if it exceeds this term. (100% parts and labor)
- All other components – 2 years/50,000 miles

Bidder to supply copies of warranties as supplied with bid, including air conditioning, chassis, body and lift components.

#### 18.10 SERVICE & REPAIR

The bidder shall have a service facility within reasonable distance (1 hour) of the County's garage and have mobile service and parts delivery program to be utilized for minor repairs or service during the warranty period.

If repair cannot be performed through mobile service, bidder shall have available and provide pick-up service for off-site warranty covered repairs during the first year of warranty and provide such service within three (3) working days of warranty repair notification.

Bidder shall be able to handle all body, chassis and component warranty.

#### 18.11 BASIS OF AWARD

Bids are requested for an open-end contract for a period of one year or until model is no longer available beginning with bid award date, with a minimum of one (1) and a maximum five (5).

#### 18.12 OPTIONAL PRICING ITEMS

Bidders may elect to submit additional pricing/cost on items listed below on a separate sheet along with their bid submissions.

1. ENGINE EXTENDED WARRANTY (5 YEARS/300,000 MILES)
2. TRANSMISSION EXTENDED WARRANTY (5 YEARS/UNLIMITED MILES)
3. THERMOKING 3RD YEAR WARRANTY
4. TWIN VISIONS LED REAR RUN SIGN OR EQUIVALENT
5. TWIN VISION OR EQUIVALENT PROGRAMING SOFTWARE
6. DIAGNOSTIC SOFTWARE CUMMINS ENGINES
7. DIAGNOSTIC SOFTWARE ALLISON TRANSMISSIONS DIAGNOSTIC EQUIPMENT
8. DIAGNOSTIC EQUIPMENT – DPA5 USB PACKAGE
9. IO CONTROLS DIGNOSTIC SOFTWARE
10. DIAGNOSTIC SOFTWARE - WEBASTO



**BID DOCUMENT CHECKLIST**

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

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

Name of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

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

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

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

Accessible Mini Bus,  
 (20 Ambulatory Or 16 Ambulatory + 2 Wheelchair)  
 For Somerset County Transportation Division  
 Contract #: CC-9033-18

	<b>Anticipated Initial Purchase</b>	<b>Unit Cost</b>	<b>Total</b>
Accessible Mini Bus, (20 Ambulatory Or 16 Ambulatory + 2 Wheelchair)	6	\$	\$
Year/ Make /Model :			

(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**  
**OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM**

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

**Check the box that represents the type of business organization:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____      |  |

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there are **NO STOCKHOLDERS OF 10% OR MORE**, simply check the second box below. If one or more such stockholders 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% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

**The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.**

**BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:**

I certify that the **list below** contains the names and 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.

Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

\_\_\_\_\_

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

\_\_\_\_\_

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

*(Note: Attach additional pages if necessary)*

\_\_\_\_\_  
(Respondent/Respondent Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print name of authorized signatory)

\_\_\_\_\_  
(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 established commercial or selling agencies maintained by \_\_\_\_\_.  
(Name of Contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

Before me this \_\_\_\_\_ day

Of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_.

**EXHIBIT A**  
**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?    Yes     No**   
**If yes, please submit a photo static copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?    Yes     No**   
**If yes, please submit a photo static copy of such approval.**

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

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

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

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

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

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

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

**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:

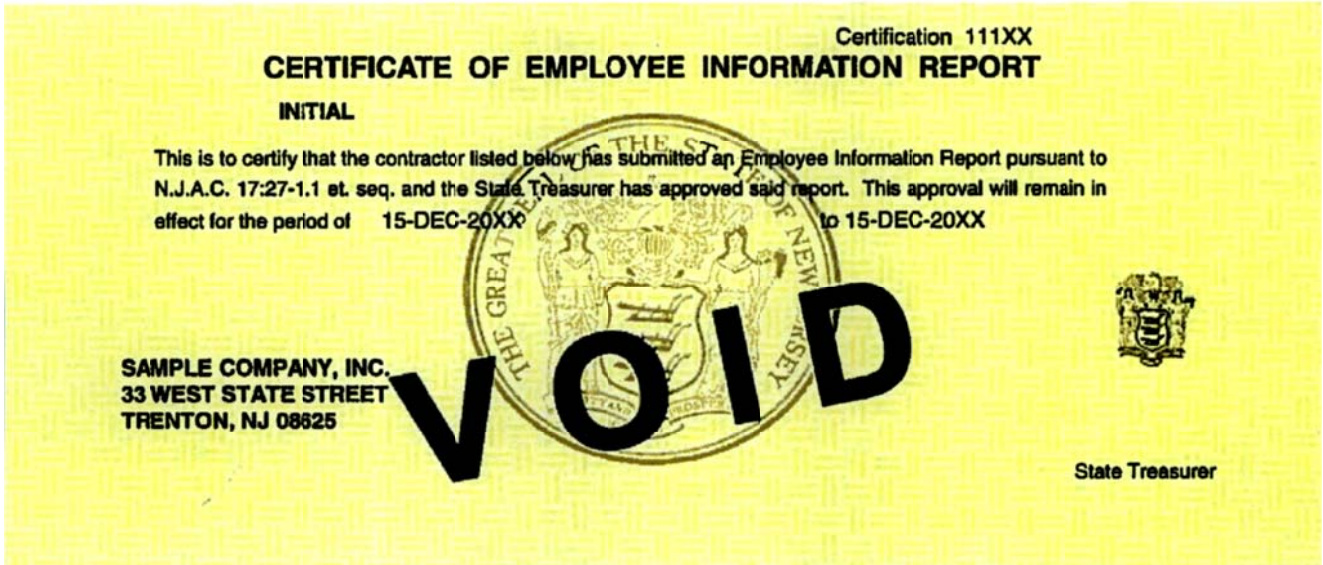
Letter of Federal Affirmative Action Plan Approval

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

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

**SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT**



**COUNTY OF SOMERSET**

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

The Contractor and the Owner, do hereby agree that the provisions of Title 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**

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

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

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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**

TRADE NAME: **CLIENT REGISTRATION**

TAXPAYER IDENTIFICATION#: **970-097-382/500**

SEQUENCE NUMBER: **0107330**

ADDRESS: **847 ROEBLING AVE  
TRENTON NJ 08611**


ISSUANCE DATE: **07/14/04**

EFFECTIVE DATE: **01/01/01**

FORM-BRC(08-01)

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT

**Trade Name:**

**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611

**Certificate Number:** 1093907

**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
20041014112823533

**COUNTY OF SOMERSET**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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**BID/RFP/Solicitation Number:** \_\_\_\_\_

**Bidder/Offeror:** \_\_\_\_\_

**Part 1: Certification**

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below, sign and complete the Certification below.

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

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

Full Name (Print) \_\_\_\_\_ Signature: \_\_\_\_\_

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



**COUNTY OF SOMERSET**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

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

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

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

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

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

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**