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 **January 20, 2016** at **3:30pm** prevailing time in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

Open End Contract for Subsurface Utility Investigation

Contract: CC-0102-16

Proposals 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, addressed to Karen L. McGee, Purchasing Agent at the address above.

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

* All Bid Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

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

Karen L. McGee, QPA
Purchasing Agent

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

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. Original shall be submitted signed in ink.
(4) We now store all responses electronically; therefore submit all pages of the response on a CD in addition to the printed copies.

C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.

D. The County reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

E. Multiple Bids Not Accepted
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

F. The Somerset County Park Commission is to be considered an agency of the County entitled to participate in the contract(s) resulting from this bid.

2. BID SECURITY

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

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

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

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

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

B. ☐ **CONSENT OF SURETY**
Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to statute.

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

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

3. QUOTATIONS, BIDS AND FORMS

A. (1). The County of Somerset is exempt from any local, state or federal sales, use or excise tax. Somerset County will not pay service charges such as interest and late fees.

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

Standard & Poor's Ratings Group: AAA
Moody's Investors Services: Aaa
Dun and Bradstreet

B. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter/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 Statute. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*

E. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contract F.O.B. destination and placement as designed by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.

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

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

4. INTERPRETATIONS AND ADDENDA

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

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final.

D. 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.

B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The County reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.

D. The contractor shall hold and save harmless the County, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

E. Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

6. AWARD OF BID

A. The County reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the County to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

B. The County further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the County. Without limiting the generality of the foregoing, the County reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.

C. The County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.

D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the County may then, at its option, accept the bid of the next lowest responsible bidder.

E. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel this contract.

F. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

7. ☐ NEW JERSEY PREVAILING WAGE ACT (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in

N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor andWorkforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html.

8. ☐ THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34 :11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

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

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

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds… "

- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. White "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

9. NON-COLLUSION AFFIDAVIT

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

10. NON-DISCRIMINATION

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

11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE

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

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A. Procurement, Professional and Service Contracts

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

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

B. *Construction Contracts*

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

12. WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 et seq.).

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

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13. STATEMENT OF CORPORATE OWNERSHIP

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

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

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

15. INSURANCE AND INDEMNIFICATION

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

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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 ncurred 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. 1 2:235-1.6. Minimum Employer's Liability $l,000,000.00.

General Liability Insurance

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

Automobile Liability Insurance

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

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

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

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

C. Indemnification

Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

Somerset County will not accept Mutual Limitation of Liability terms.

16. PAYMENT

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

17. TERMINATION

A. *DEFAULT*

Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the County. The County may terminate the contract upon 30 days' written notice to the Contractor. The County shall not pay for any services and/or materials which are unsatisfactory. The contractor may be

given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

B. *UNCONDITIONAL TERMINATION FOR CONVENIENCE:*
The County may terminate the resultant contact for convenience by providing sixty (60) calendar days advance notice to the contractor.

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

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

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

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

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

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

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

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

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the

owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

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

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

25. N.J. BUSINESS REGISTRATION PROGRAM

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: http://www.state.nj.us/treasury/revenue/busregcert.shtml.

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

(1) Any business entity that has received $50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

(2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

(3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

(4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

27. NON-ALLOCATION OF FUNDING TERMINATION

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

28. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

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

29. FIRM FIXED CONTRACT

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

30. W-9

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

31. HIPAA (If Applicable)

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

The Contractor shall:

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

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

32. PUBLIC EMERGENCY

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

33. SOURCE OF SPECIFICATIONS/BID PACKAGES

Official County bid packages for routine goods and services are available from www.co.somerset.nj.us at no cost to the vendor. All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The County is not responsible for third party supplied specifications

34. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

TECHNICAL SPECIFICATION

OPEN-ENDED, TWO (2) YEAR CONTRACT FOR

SUBSURFACE UTILITY INVESTIGATION

Scope of Services

Services under this contract are to provide horizontal and vertical location services on subsurface facilities in and around Somerset County infrastructure. Work may take place in County roads, road sides, urban business districts, stream beds around County bridges, County facility sites, County parks, and lands owned by Somerset County. At the direction of the Somerset County Engineering Division the Subsurface Utility Investigation (SUI) work may include horizontal location by Electromagnetic Induction Method (EM), Ground Penetrating Radar (GPR), Current Measurement (CM), excavation, and site observation.

Underground Facilities to be located include but are not limited to: storm sewers, sanitary sewers, gas lines, water lines, electric lines, and various types of communications lines.

SUI will be utilized on an as-needed basis and the services and amounts to be contracted are not guaranteed.

Definitions

Contractor – firm contracting with the Department for the performance of this contract.

Department - Somerset County Engineering Division

Engineer - Somerset County Engineer or his representative

SUI – Subsurface Utility Investigation, location of underground utility facilities whether publically or privately owned.

Standards and Guidelines

The Contractor will comply with the following industry standards and requirements:

All aspects of the Subsurface Utility Investigation (SUI) performed under this contract will be in accordance with ASCE Standard 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" and current industry standards.

Contractor will comply with laws and regulations concerning excavation by coordinating with utility owners, property owners, County staff, "One Call", and others as required. All excavation work to be in accordance with NJSA 48:2-73, Underground Facility Protection Act.

Contractor will follow the guidelines outlined by "Common Ground Alliance" in their *Best Practices 8.0.* This document acts as a supplemental specification to requirements provided herein.

Cooperation by Contractor

The Contractor shall:

1. Furnish all work, labor, equipment, and materials for the preparation, investigation, and reporting work.
2. Begin work on the investigation within 5 working days after receiving notification from the engineer.
3. Maintain records detailing the work performed and the contract items utilized.
4. When requested by the engineer, the contractor shall prepare and submit to the engineer a cost estimate for the work to be performed. The cost estimate shall be based on information given

to the contractor by the engineer, field visits, and the judgment of the contractor from his experience with similar work.

Project Preparation

Upon initiation of the project by the County, the engineer will provide the required level of utility location work needed to be performed by the Contractor. The Engineer will provide a site plan for the site and any as-built drawings available of the underground facility as collected by the Engineer through facility owner or utility operator. If available, the Engineer will provide AutoCad (dwg) format drawings of the project site. The Contractor should notify the Engineer if further research documentation maybe available from sources un-known to the Engineer.

The Engineer will be responsible to obtain right of entry if work requested is to be performed on private property. The Contractor is responsible to provide notice letters of the work, 48 hours in advance, to residences and businesses, if the work will affect access to their property.

Survey

Location work and test holes will be located with a total station survey instrument and data collector that will relate collected data to project control points provided by the Engineer. Process survey locations to their northing, easting, and elevation properties. Accuracy of survey data shall be to better than 1' horizontal and 0.1' vertical. Generate stations and offset for the test holes if baseline geometry is provided. Survey data shall be submitted to the Engineer as NAD1983 Horizontal and NAVD1988 Vertical Datum.

On sites where local control is not available, handheld GPS unit collection can be used, as approved by the engineer, horizontal accuracy of 1 to 3 feet. At these sites, vertical data will need to be related to the surface and/or to a local bench mark for future collection by the Engineer, again, as approved by the Engineer.

Utility Location Services

This work involves the location of subsurface utility facilities by non-invasive means. The Contractor will use equipment as described below to locate the underground facility and mark the facility location on the ground surface for collection by the Engineer. Contractor's staff will provide field sketches of the facility showing the horizontal location of the facility on the plan provided by the Engineer. Survey point data or GPS (if no control is present) shall be collected along the located subsurface utility at a minimum of 50' interval including all bends, tees, and boxes. Any vertical data collected should be indicated on the field sketches. When boxes and structures are present, Depth measurements shall be collected and documented.

Upon completion of the mark out, digital photos shall be taken of the site with the mark out paint/flags present.

CONVENTIONAL LOCATION METHODS:

EM/RF (Electro-Magnetic / Radio Frequency Pipe , Cable & Box Locator).

This equipment sends a signal directly onto the buried asset or into the ground to locate the whereabouts of metallic based pipes and cables. Once the utility is identified by a tone on the receiver, its path can be followed using conventional location techniques. The depth of the buried asset can be determined by some types of equipment and should be recorded when available. When this is used for utility verification purposes, the contractor will be required to indicate the horizontal and vertical allowances for each specific equipment type.

CM (Current Measurement)

This equipment uses a trace wire buried with the facility allowing a current to be passed along the facility for location. The depth of the buried asset can be determined by some types of equipment and should be recorded when available. When this is used for utility verification purposes, the contractor will be required to indicate the horizontal and vertical allowances for each specific equipment type.

GROUND PENETRATING RADAR METHOD:

GPR (Ground Penetrating Radar)

This equipment sends and receives back radar signals from facilities below the equipment plate. For GPR to be used the survey area should be accessible and clear of obstructions, excessive overgrowth etc. The Contractor should inspect the site prior to scheduling work and advise the Engineer if site needs to be prepared before the GPR work can be performed. A grid pattern scanning survey with 90 degree cross-cut traverses is to be performed with the GPR to maximize coverage. Data is to be stored in digital files for paper print outs. The depth of the buried asset can be determined by some types of equipment and should be recorded when available.

TEST PITS

The Contractor will be directed by the Engineer to the need and location of test pits on subsurface utilities. The Engineer will provide a plan marked with the test pit locations. The Contractor will inspect the site prior to scheduling the work so as to advise the Engineer on the type of test pit method. If the work is in a roadway then a plan and proposal for Maintenance of Traffic shall be provided.

The Contractor will give 5 working day notice prior to the start of work to the Engineer and utility owner/operator so inspection can be arranged. The Contractor will contact NJ "One Call" and perform all work in accordance with NJSA 48:2-73. The Contractor should white line the excavation area prior to calling for mark out from public utility. If necessary, the Engineer can assist or review the white line mark out.

Digital photographs are to be taken showing the excavated utility, the pavement structure, and the open pit's relationship to the site. The project site plan is to be marked with the test pit locations and returned to the Engineer.

Air/Vacuum Excavating

Excavate test hole exposing the utility(s) in such a manner as to prevent damage to wrappings, coatings, or other protective coverings, such as by vacuum excavation or hand digging. Average excavation area is anticipated to be 12"x12".

The Contractor will collect both the horizontal and vertical location of the utility related to site control provided by the Engineer or to GPS when localized control is not available. The elevation of the existing grade over the utility at the test hole and vertical location of top of the utility shall be referenced to the project survey datum, control data provided by the Engineer. The size, type, and material of the utility will be collected. Sketches will be drawn on conduit banks and encasements indicating horizontal and vertical dimensions of the encasement or bank. Conduit banks should be sketched showing the row and column configuration of the system.

In paved areas the pavement thickness and type will be documented. General soil conditions should also be documented.

Back fill and compact the test holes in 6" lifts with excavated material. Pavement replacement is to be limited to the area that was removed for the test hole, using cold patch. Cleanup of the work site is to be equal to or better than the condition before excavation.

Following restoration, an above ground marker (i.e. PK, nail, peg, steel pin or hub) is to be placed above the centerline of the utility and the elevation of the marker recorded for reference above the utility.

Heavy Machinery Excavation

When determined to be the best means to locate a facility, the Engineer will direct the use of excavating equipment to uncover subsurface utilities. Excavation by hand is required when within 2' of the utility or as required by the NJ Underground Utility Protection Act. Maximum excavation area is anticipated to be 5'x5'.

The Contractor will collect both the horizontal and vertical location of the utility related to site control provided by the Engineer or to GPS when localized control is not available. The elevation of the existing grade over the utility at the test hole and vertical location of top/and or bottom of the utility shall be referenced to the project survey datum, control data provided by the Engineer. The size, type, and material of the utility will be collected. Sketches will be drawn on conduit banks and encasements.

In paved areas the pavement thickness and type will be documented. General soil conditions should also be documented.

Back fill and compact the test holes in 6" lifts with excavated material. Within paved areas, temporary pavement patch of HMA stabilized base is to be used, thickness to be that of the adjacent pavement or 4" minimum. Permanent pavement patches will be installed as directed and shall be in accordance with the pavement restoration section following. Areas outside of the roadway will be restored with topsoiling 4, thick and grass seed. Clean up of the work site to be equal to or better than the condition before excavation.

Following restoration, an above ground marker (i.e. PK, nail, peg, steel pin or hub) is to be placed above the centerline of the utility and the elevation of the marker recorded for reference above the utility.

PAVEMENT REMOVAL AND RESTORATION

Paved roadway surfaces shall be cut vertically; to the full depth of the existing pavement with a sharp tool on a straight line before excavating. The surfaces shall be cut in such a manner that lifting of pavement adjacent to the trench will not occur during excavating. Any concrete encountered shall be saw cut and all bars cut flush with the edges of the concrete. Roadway surfaces beyond the limits of the excavation shall not be disturbed. All deep excavations must be in accordance with OSHA.

Subgrade shall be compacted to a level three 3" below the level of the adjacent paved surface. All adjacent paved surfaces of the trench shall tack coated. The pavement will be patched with compacted HMA Base Course, the depth of the existing pavement plus 3" additional depth as a temporary pavement patch. After a minimum of six months, or as directed by the Engineer, a permanent patch will be installed. A saw shall be used to cut the pavement to its full depth in a neat straight line, a minimum of 6" beyond the perimeter of the test pit. The area shall then be excavated to a depth of 8". All adjacent pavement edges will receive tack coat. HMA Base Course, 19M64, 6" thick applied in 2 lifts, will be installed followed by HMA Surface Course, 9.5M64, 2" thick, constructed level with the adjacent existing pavement surface.

MAINTENANCE AND PROTECTION OF TRAFFIC (MPT)

Excavation work within County Roads will require provisions for flaggers, signage, and drums to direct vehicles around the work zone of test pit work being performed. Work zones in roadway lanes and shoulders shall be established in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Flaggers or Police Traffic Directors may be selected when flagging is necessary based on the requirements of the local Police Department and approved by the County Engineer. This will be discussed and decided as part of the planning for MPT.

This Contract provides an item per day for MPT as well as an allowance for use of Police officers as traffic directors.

DELIVERABLES

- Plan for MPT on each work site involving work within a roadway.
- Site plans marked with horizontal subsurface utility locations and vertical depths collected.
- ASCII Point file of survey coordinates in NAD1983 horizontal, NAVD 1988 vertical.
- Cad drawing of location work if AutoCad data was provided by the Engineer.
- Field sketches and equipment readings/reports.
- Physical location on-site.
- Survey data collected from test pits and completed Utility Test Hole Data Sheet.
- Digital photographs.

Contract Duration

This contract shall remain in effect for a 24 month period, beginning with the date of award as authorized by a resolution of the Board of Chosen Freeholders of Somerset County.

Measurement and Payment

Mobilization consists of the preparatory work and operations, including moving personnel, supplies, and incidentals to the work site. It also includes all other work performed and costs incurred before beginning work on various items in the contract. Items for mobilizing equipment and staff at the work site is provided for in this contract as rates for half day (4 hours) and full day (8 hours) efforts. Separate Mobilization items are provided for the preparatory work and operations for Utility Location and Test Pits as efforts will be different for each type of preparation. Mobilization items will be measured by the unit, that being a unit of half day or a unit of full day.

Utility location by EM, RF, or CM are conventional means and will be measured by the linear foot of utility marked. The work includes: planning, research, equipment, labor, site mark out materials, photos, and deliverables.

Utility location by GPR and will be measured by the square foot of the site scanned. The work includes: planning, research, equipment, labor, site mark out materials, photos, and deliverables.
Test Pit, Vacuum will be measured by the unit and includes: research, planning, white line mark out, pavement removal and restoration, excavation, labor, equipment, back fill, data collection, photos, and deliverables.

Test Pit, Excavation will be measured by the unit and includes: research, planning, white line mark out, pavement removal and temporary pavement restoration, excavation, labor, equipment, back fill, data collection, photos, and deliverables. Two pay items are provided to allow for deep excavations that may require additional equipment including pumps and shoring as well as the excavation and backfill of the additional depth. Test pits that expose the top of the underground utility within 5’ of the finish ground surface will be paid under the test pit depth of 0’ to 5’ and may include minor hand shovel exploration alongside of the utility to determine its size. Test pits requiring heavy machinery

to excavate below 5’ depth to expose the underground utility will be paid for under the test pit item of 5’ – 10’ depth.

Pavement Restoration Following Test Pits will be measured by the square yard and will be performed on test pits in travel lanes when directed by the Engineer. This work is performed a minimum of 6 months following an excavated test pit to deal with subgrade settlement or to restore pavement to standard County pavement structure. The price bid should include all work associated with preparation and operations to perform this work. Mobilization will not be paid in addition to this work item.

Maintenance and Protection of Traffic is a daily rate provided for in the contract for payment of work associated with traffic control around the work zone when it is within the County ROW. Work includes planning for MPT, signs, cones, drums, and labor rates for flaggers. Work includes labor and equipment needed for set up and removal of MPT devices as well as maintenance of equipment during its use in and around the work zone.

When local ordinance requires, the allowance for Police Traffic Directors shall be utilized indicating the use of local uniformed police officers. The use of Police Traffic Directors will be discussed with the Engineer when the proposal is being prepared for the project work. The Contractor will take the lead in scheduling police traffic directors with the approval of the Engineer. The Contractor will submit invoices to the Engineer for approval and then payment against the Police allowance. It is the responsibility of the Contractor to notify the Engineer and police at least 24 hours in advance (or as required by the local Police Department) of cancelations or changes to work affecting the use of Police Traffic Directors. Improper notice will result in any expenses related to Police Traffic Directors to be subtracted from the Contractors invoices.

This contract shall comply with <u>N.J.A.C. 5:30-11.1 to 11.10</u> provisions for open-ended contracts. The contractor will be utilized on an as-needed basis and the services and amounts to be contracted are not guaranteed. Minimum contract quantity on all items is zero.

Pay Item	*Pay unit*
LOCATION MOBILIZATION, HALF DAY	UNIT
LOCATION MOBILIZATION, FULL DAY	UNIT
UTILITY LOCATION, CONVENTIONAL MEANS	LINEAR FOOT
UTILITY LOCATION, GPR	SQUARE FOOT
TEST PIT MOBILIZATION, HALF DAY	UNIT
TEST PIT MOBILIZATION, FULL DAY	UNIT
TEST PIT, VACUUM	UNIT
TEST PIT, EXCAVATION, 0-5’ DEEP	UNIT
TEST PIT, EXCAVATION, 5-10’ DEEP	UNIT
HMA RESTORATION FOLLOWING TEST PITS	SY
MAINTENANCE AND PROTECTION OF TRAFFIC	DAY
ALLOWANCE, POLICE TRAFFIC DIRECTORS	LUMP SUM

EXCEPTIONS:

(IF NONE SO STATE)

COUNTY OF SOMERSET
BID DOCUMENT CHECKLIST

Required With Bid		Read, Signed & Submitted Bidder's Initial
A.	**FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID**	
☒	Stockholder Disclosure Certification	
☒	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
☒	Required Evidence EEO/Affirmative Action Regulations Questionnaire	
☒	Non-Collusion Affidavit	
☐	Bid Guarantee (bid bond or certified/cashier's check) (with Power of Attorney for full amount of Bid Bond)	
☐	Consent of Surety (Certificate from Surety company)	
☐	Surety Disclosure Statement and Certification	
☐	Performance Bond	
☐	Maintenance Bond	
☐	License(s) or Certification(s) Required by the Specifications	
☐	Other:	
B.	**MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED**	
☒	Business Registration Certificate – Bidder, (Preferred with response, but effective at contract award)	
☐	Business Registration Certificate – Designated Subcontractor(s), (Preferred with response, but effective at contract award)	
☐	Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Preferred with response, but effective at contract award)	
☒	Disclosure of Investment Activities in Iran	
C.	**FAILURE TO SUBMIT ANY OFTHESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION**	
☐	Three (3) references for similar projects	
☐	Authorization for Background Check	
☐	Catalog/Price List	
☐	Product Samples	
☐	Certification of Available Equipment	
☒	Other: CD with PDF of Bid Response along w/Printed Copies (ref page 1)	
D.	**READ ONLY**	
	Americans With Disability Act of 1990 Language	
E.	**OPTIONAL ITEM(S)**	
☐	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:

	DESCRIPTION	PAY UNIT	MAXIMUM QUANTITY	BID QUANTITY	UNIT PRICE	TOTAL FOR BID QUANTITY
1	Location Mobilization, Half Day	UNIT	20	15	$	$
2	Location Mobilization, Full Day	UNIT	10	5	$	$
3	Utility Location, Conventional Means	LF	1000	500	$	$
4	Utility Location, GPR	SF	250	100	$	$
5	Test Pit Mobilization, Half Day	UNIT	15	10	$	$
6	Test Pit Mobilization, Full Day	UNIT	25	20	$	$
7	Test Pit, Vacuum	UNIT	90	80	$	$
8	Test Pit, Excavation, 0’ – 5’ Deep	UNIT	15	10	$	$
9	Test Pit, Excavation, 5’ – 10’ Deep	UNIT	15	5	$	$
10	HMA Restoration Following Test Pits	SY	30	15	$	$
11	Maintenance and Protection of Traffic	DAY	40	20	$	$
12	Allowance, MPT	LUMP SUM	1	1	$	$
TOTAL LUMP SUM BID (Based on Bid Quantity Column) :						**$**

*****Bidder must bid on all items*****

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

Company	Federal I.D. # or Social Security #
Address	
Signature of Authorized Agent	Type or Print Name
Title of Authorized Agent	Date
Telephone Number	Email Address
Fax Number	

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

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

CHECK ONE:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Bidder Business: _____

Check which business entity applies:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Partnership ☐ Limited Liability Corporation

☐ Subchapter S Corporation ☐ Other _____

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

Date Incorporated: _____ Where Incorporated: _____

Business Address:

_____
STREET ADDRESS CITY STATE ZIP

_____
TELEPHONE # FAX # EMAIL

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

_____
NAME HOME ADDRESS

_____
NAME HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes ☐ No ☐

Signature: _____ Date: _____

Printed Name and Title: _____

COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT

State of _____
County of _____ ss:

I, _____ of the City of _____

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

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

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

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

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

Subscribed and sworn to

before me this _____day

of _____, _____. _____
Signature

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____.

A.

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

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

Goods and General Service Vendors

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

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

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

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

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____TITLE: _____

DATE: _____

(REVISED 4/10)

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. l7:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at ww.state.nj.us/treasury/contract_compliance).

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

COUNTY OF SOMERSET

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

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

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

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

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

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

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

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

1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

*2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;

3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,

4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

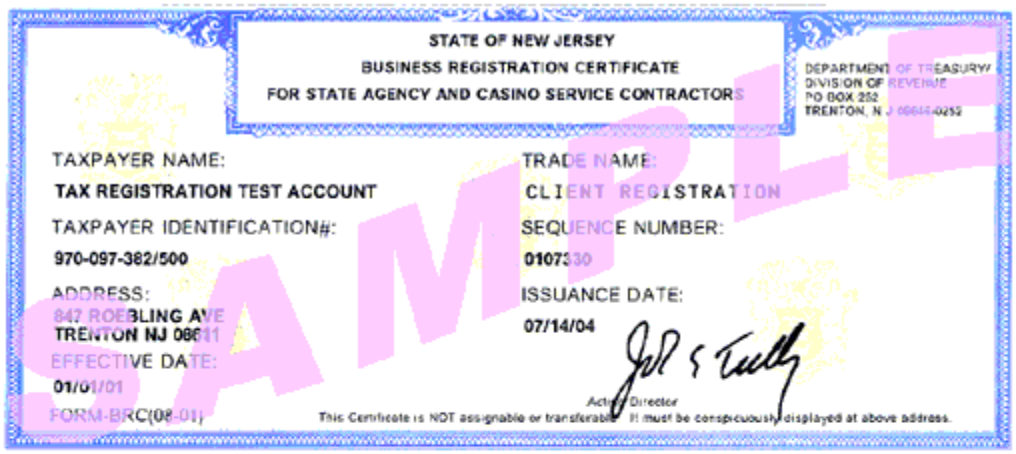
ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR BID RESPONSE

COUNTY OF SOMERSET

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

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE MAY BE CAUSE FOR REJECTION OF YOUR BID RESPONSE

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF SOMERSET



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

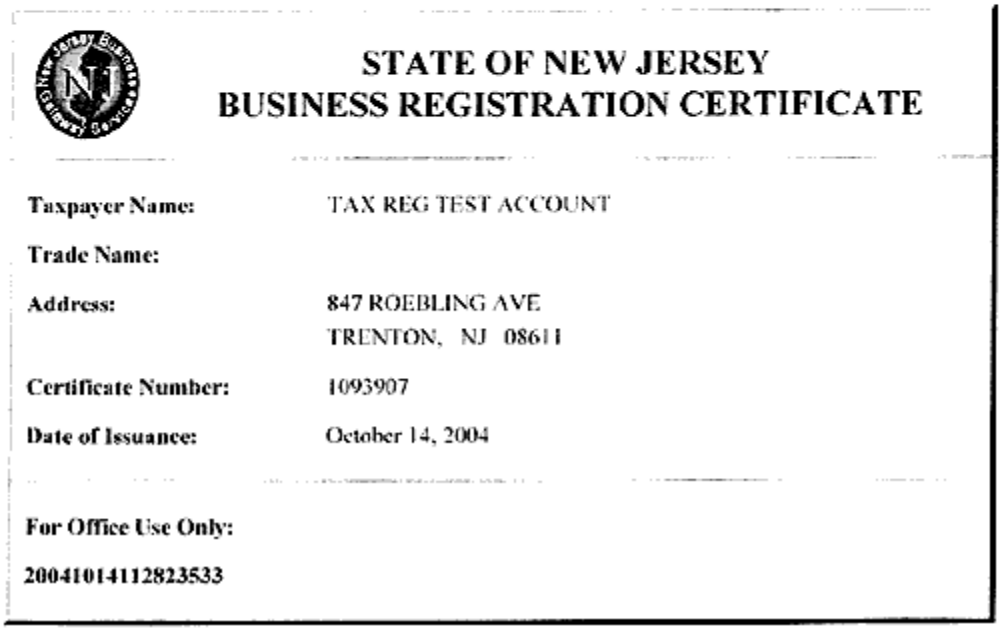
EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

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

SAMPLE



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:

20041014112823533

Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Bidder/Offeror: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

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

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

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME:_____ Relationship to Bidder/Offeror_____

Description of Activities_____

Duration of Engagement_____ Anticipated Cessation Date:_____

Bidder/Offeror Contact Name_____ Contact Phone Number_____

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

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

COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED