

SOMERSET COUNTY PARK COMMISSION



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

PO BOX 3000 – 20 GROVE STREET
SOMERSET COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876 - 1262

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

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the Somerset County Park Commission on **March 2, 2017** at **2:30 PM** prevailing time in the Purchasing Division, Somerset County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

FURNISH AND DELIVER PLUMBING AND ELECTRICAL SERVICES FOR ALL SOMERSET COUNTY PARK COMMISSION FACILITIES AND LOCATIONS Contract #: PCC-0009-17

Pre-Bid Meeting - A highly recommended pre-bid meeting/inspection of sites will be held February 16, 2017 at 10am at the Park Commission Headquarters located at 355 Milltown Road, Bridgewater, New Jersey.

Specifications and instructions to bidders may be obtained at the Purchasing Office or the County website at www.co.somerset.nj.us*. Or the Somerset County Park Commission website at www.somersetcountyparks.org

*All Bid Addenda will be issued on the websites. Therefore, all interested bidders should check the websites from now through bid response due date. It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

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

Karen L. McGee, RPPO, QPA
Purchasing Agent

**SOMERSET COUNTY PARK COMMISSION
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 response shall be submitted on the proposal forms 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 signed in ink, One (1) **copy** and
 - (4) Somerset County Park Commission is 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 Somerset County Park Commission disclaims any responsibility for bids forwarded by regular or express mail. **If the bid response is sent by express mail to 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 Somerset County Park Commission 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.

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 Somerset County Park Commission.

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 Somerset County Park Commission.

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 Somerset County Park Commission 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 Somerset County Park Commission is exempt from any local, state or federal sales, use or excise tax. Somerset County Park Commission will not pay service charges such as interest and late fees.
(2). The Somerset County Park Commission 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 Ratings Group: AAA
Moody's Investors Services: Aaa
Dun and Bradstreet
- B. Bid responses 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 Somerset County Park Commission 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 net including all transportation charges fully prepaid by the contractor (F.O.B. destination, freight prepaid) and placement as designated by the Somerset County Park Commission. 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.*
- H. Results of all bids are posted on the County website www.co.somerset.nj.us* and County Somerset Parks Commission web site www.somersetcountyparks.org

4. INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Somerset County Park Commission. 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 Somerset County Park Commission 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 Somerset County Park Commission'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 Somerset County Park Commission 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 Somerset County Park Commission 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 Somerset County Park Commission, 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 Somerset County Park Commission, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

6. AWARD OF BID

- A. The Somerset County Park Commission 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 Somerset County Park Commission 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 Somerset County Park Commission 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 Somerset County Park Commission. Without limiting the generality of the foregoing, the Somerset County Park Commission 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 Somerset County Park Commission 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 Somerset County Park Commission 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 Somerset County Park Commission 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) 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 the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssse/lspubcon.html.

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

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

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

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

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

9. **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.

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 - 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 THEY COMPLY WITH THE EEO/AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

A. Procurement, Professional and Service Contracts

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

- (1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- (2) A photocopy of their State Certificate of Employee Information Report, or
- (3) A photocopy of completed Affirmative Action Employee Information Report:

AA302- Available on-line at www.state.nj.us/treasury/contract_compliance

B. Construction Contracts

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

12. AMERICANS WITH DISABILITIES ACT OF 1990 - 42 U.S.C. §121 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.

13. 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 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.

14. 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, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the

Somerset County Park Commission 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.

15. 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.

16. INSURANCE AND INDEMNIFICATION

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

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

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

A. Insurance Requirements

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance

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

Automobile Liability Insurance

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

B. Certificates of the Required Insurance

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 Parks Commission will not accept Mutual Limitation of Liability terms.

17. PAYMENT

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

18. TERMINATION

A. DEFAULT

Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the Somerset County Park Commission. The Somerset County Park Commission may terminate the contract upon 30 days' written notice to the Contractor. The Somerset County Park Commission 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 Somerset County Park Commission may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the contractor.

C.. TERMINATION FOR DEFAULT:

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

D. TERMINATION BY THE SOMERSET COUNTY PARK COMMISSION:

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 Somerset County Park Commission 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 Somerset County Park Commission 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.

19. INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless the Somerset County Park Commission, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's' fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under 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 indemnitees 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.

20. ADDITIONS/DELETIONS OF SERVICE:

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

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

22. Bidders shall not write in margins or alter the official contents or requirements of the Somerset County Parks Commission bid documents.

23. SPECIFICATIONS

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

24. FORCE MAJEURE

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the owner by notice to each party.

25. 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.

26. 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.

27. 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, MS Office 2010 professional.

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

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.

- 29. N.J. BUSINESS REGISTRATION CERTIFICATE P.L. 2009, C.315**
Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) that required a bid to be rejected if the respondent failed to include a BRC with their bid, even though it may have been the lowest responsible bid. The law now allows the BRC to be filed any time prior to award of the contract and the bidder had to obtain the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.
- 30. PAY TO PLAY– NOTICE OF DISCLOSURE REQUIREMENT**
Starting in January, 2007, 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. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior 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
- 31. 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.
- 32. 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 Park Commission 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 Somerset County Park Commission to pay additional fees.
- 33. FIRM FIXED CONTRACT**
This is a firm fixed contract, prices firm, FOB Somerset County Park Commission locations. No price escalation. The vendor shall void the contract and permit the Somerset County Park Commission to solicit open market pricing should any price increase or surcharge be imposed.
- 34. 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
- 35. 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 Park Commission 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.

36. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Somerset County Park Commission 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 Park Commission may solicit the goods and/or services from any bidder on this contract.

37. SOURCE OF SPECIFICATIONS/BID PACKAGES

Official Somerset County Park Commission bid packages for routine goods and services are available from www.somersetcountyparks.org and www.co.somerset.nj.us at no cost to the vendor. All addenda are posted on both sites. 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 Park Commission is not responsible for third party supplied specifications.

38. 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

The Somerset County Park Commission (owner) requests bids from contractors for the provision of services such as repairs, upgrade, stabilization and when necessary, Plumbing and Electrical systems in the Park's facilities to the original design and/or constructed condition, or to reinforce, rehabilitate or upgrade or replace as directed by the owner's Maintenance Division Deputy Director or designee. The owner reserves the right to add future or delete facilities during the contract period.

Contractors will be utilized on an as needed or emergency basis. No guarantees are made for or implied for the total value of the contract for owner only purposes. Average annual expenditures for such services for the past three years are:

\$250,000 - (Plumbing)

\$225,000 - (Electrical)

ESTIMATE OF WORK HOURS

The owner has estimated the number of man-hours required annually to 250 hours for Plumbing and 225 hours for Electrical services. Overtime hours are estimated at 100 hours per trade discipline. This estimate is provided to enable an objective comparison of contractors' bid proposals.

The owner does not and will not warrant or guarantee the amount of work hours to be supplied/required in any given day, week, month or year, or in the aggregate, pursuant any contractual agreement awarded under these bid specifications. Nothing contained in any of the bid documents shall be construed to guarantee or warrant any amount of work hours.

Nothing herein shall entitle the Contractor to any claim to an hourly price increase for lost profits or for any other compensation whatsoever in the event that the actual work hours supplied/required under this agreement are more or less than estimated work hours.

A highly recommended pre-bid meeting/inspection of sites will be held February 16, 2017 beginning at 10am at the Park Commission Headquarters located at 355 Milltown Road, Bridgewater, New Jersey.

Each bidder shall examine and become thoroughly familiar with all existing conditions, including all applicable laws, ordinances, rules and regulations that will affect the work, prior to submitting a proposal. The bidder shall visit the sites, examine the existing conditions, equipment and systems, and ascertain by any reasonable means all conditions that will in any manner affect the work, in order to be fully informed prior to submitting a proposal. These specifications are intended to present an essentially accurate indication of the systems currently in place. This, however, shall not relieve the bidder of the necessity for fully informing himself/herself as to the existing conditions.

1.0 Basis of Bid Award

1.1 Bidders must submit the price for labor based on hourly rate to be charged for the trade disciplines being bid. The hourly rate shall apply to all workers, without regard to title or worker classification. The hourly rate is not a payroll rate. The bidder's responsibility to pay prevailing wages is not affected by bidding a single hourly rate.

1.2 The bidder may bid on both of the trade disciplines. The owner reserves the right to award multiple contracts, a contractor for each of the trade disciplines both to the lowest responsive and responsible bidder as the Primary contractor and to the second lowest responsive and responsible bidder as the Secondary contractor. In the event of the inability or failure of the Primary contractor to respond to a request for service within 2 hours, (24-48 hours for non-emergency) the Secondary contractor will be notified of the request for service.

1.3 Maintenance Division Deputy Director or designee shall determine if the Primary Contractor is unable or fails to respond.

1.4 Work to be provided at various locations in Somerset County at all properties owned or leased by the owner. As an aid to bidders, a representative inventory of the owner's locations is listed below:

Buck Garden	11 Layton Road., Far Hills
Buck Garden (House)	7 Layton Road, Far Hills
Colonial Park Maintenance	156 Mettlers Rd., Somerset
Dave Dendler (House)	712 Amwell Road., Hillsborough
Duke Island Park	191 Old York Rd., Bridgewater
EEC	190 Lord Stirling Rd., Basking Ridge,
EEC (House)	96 Lord Stirling Rd., Basking Ridge
Gaiser Barn	40 Reinman Rd., Warren
Green Knoll Golf	587 Garretson Rd., Bridgewater
Green Knoll Maintenance	587 Garretson Rd., Bridgewater
Headquarters (North Branch Park)	355 Milltown Rd., Bridgewater
Horticulture (Rose Garden)	156 Mettlers Rd., Somerset
Horticulture Maintenance	156 Mettlers Rd., Somerset
Horticulture Office	156 Mettlers Rd., Somerset
Jordan House	186 Liberty Corner Rd. Far Hills
Kirby Farm (Mark Kirby)	360 Three Bridges Rd., Hillsborough
Lord Stirling Stable	256 South Maple Rd, Basking Ridge
Lord Stirling Stable (Tony House)	258 South Maple Rd., Basking Ridge
Markota House	270 Zion Rd., Hillsborough
Merrill House	2277 South Branch Rd., Neshanic Station
Mitchell House	662 Mitchell Lane, Martinsville
Natirar House	22 Main St., Peapack
Natirar Rangers	2 Main St., Peapack
Natirar Maintenance	151 Peapack Rd., Bedminster
Neshanic Valley Golf Course	2301 South Branch Rd., Neshanic Station
Neshanic Valley Golf Course Learning Center	2303 South Branch Rd., Neshanic Station
Neshanic Valley Golf Course Maintenance	1023 Opie Rd., Neshanic Station
North Branch Maintenance	355 Milltown Rd., Bridgewater
Quail Brook Golf Course	625 Brunswick Rd., Somerset
Quail Brook Maintenance	625 Brunswick Rd., Somerset
Reeves Print Council	440 River Rd., Somerville
Ross Apartment	135 North Maple Ave., Basking Ridge
Ross Mansion	135 North Maple Ave., Basking Ridge
Mountain View Park Maintenance/Concession	141 Mountain View Road, Hillsborough
Sellars Maintenance	301 Old York Rd., Bridgewater
Speiden House	1327 Canal Rd., Princeton
Spooky Brook Golf Course	582 Elizabeth Ave., Somerset
Spooky Brook Maintenance	155 Mettlers Rd., Somerset
Stocker House (Rangers)	336 Milltown Rd., Bridgewater
Torpey Athletic Complex	202 Nimitz St., Bridgewater
WarrenBrook Golf Course	500 Warrenville Rd., Warren
WarrenBrook Maintenance	500 Warrenville Rd., Warren

The Contractor shall be required to work on any future facilities added during contract term.

2.0 Contractors Requirements

2.1 All bidders must possess a State of New Jersey license for the trade disciplines for which they are submitting a bid and must provide proof of licensure with the bid response.

2.2 Each bidder must submit with their bid an experience statement naming facilities presently under contract along with the names and phone numbers of the main contact person at each facility. The owner has the right to validate the work performed at each facility listed by the bidder with phone calls and/or site visits.

2.3 Contractor shall:

(a) perform in a professional manner on a timely basis by qualified, competent personnel authorized to work in the country, state and municipality in which they provide services;

(b) not infringe or encroach upon any party's personal, contractual or proprietary rights, including patent, trademark and service mark, copyright, right of privacy or trade secret rights;

(c) provide materials of good quality and without defect, and conform to all specifications and other descriptions set forth herein; further represents and warrants that all goods furnished in the provision of services will be new unless otherwise specified and agreed to in writing by Maintenance Division Deputy Director or designee, will be free from defects in materials, workmanship, and design, and will conform to all applicable manufacturer's specifications;

(d) be in conformity with all federal, state or local laws, regulations or orders.

2.4 The Contractor shall provide a cost estimate to owner for work in excess of \$2,000. Prevailing Wage requirements apply to certain functions to be determined at time of work. The Contractor shall respond with a cost estimate within 24 hours, excluding weekend and holidays. If at the discretion of the Maintenance Division Deputy Director or designee, the job/cost estimate is more complicated or requires site verification or visit, the response time will be adjusted accordingly, up to 48 hours excluding weekends and holidays.

2.5 Failure of the Contractor to respond as required will constitute non-performance and the owner shall be entitled to take steps to secure compliance through written and verbal communication to contractor. The owner reserves the right to rescind award due to continuing non-performance factors that have been brought to the contractor's attention in writing.

2.6 Contractor shall not subcontract any services under this agreement.

2.7 The contractor shall be experienced in testing, servicing, repairing, and replacing equipment (including irrigation parts) of the types to be installed in the owner's facilities and properties.

2.8 The contractor shall coordinate its work with other owner contractors and/or owner personnel so as to avoid any interruption of work to owner facilities and programs.

2.9 If required, the contractor shall be responsible for obtaining permits and inspections for all projects under this contract.

2.10 The Contractor shall assign only those personnel necessary to accomplish the work and shall not assign more workers than are required.

3.0 Request for Services

3.1 Requests for services at any Park building or facility shall only be made by an authorized representative of the owner.

3.2 The Contractor must provide service twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

3.3 The Maintenance Division Deputy Director or designees will place all requests for service directly to the Contractor by written work order or by phone call confirmed with an e-mail or fax. The Contractor shall reply to all messages within one hour, and to written work orders within twenty four to forty eight (48) hours.

3.4 The contractor's representative or service technician shall sign in and sign out at each job location noting time of arrival and time of departure for each day he is at the work site. Owner will not be responsible for payment of services while contractor or service representative takes meal breaks. Owner must be notified if contractor or service representative needs to travel to store/warehouse to pick up needed equipment. This will allow proper monitoring of travel time for needed emergency parts.

4.0 Response Time

4.1 STANDARD SERVICE

The contractor must provide service twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The contractor shall respond to a request for maintenance or repair services within twenty-four (24) hours to forty eight (48) for non-emergency requests, excluding weekends and holidays.

4.2 EMERGENCY SERVICE

The Maintenance Division Deputy Director or designees requesting service shall determine if the request is an emergency request. Due to the urgency of emergency service, the contractor shall have the capability of responding to a request for emergency services within **two (2) hours**.

The two (2) hour response time applies to Regular Time, Overtime, Saturdays, Sundays and Holidays.

5.0 Materials/Furnishing Parts/Equipment

5.1 Materials

5.1.1 The owner will only pay for materials that have been authorized and used to complete each work order. The contractor shall furnish all parts and/or materials required unless the owner elects to furnish them.

5.2 Furnishing Parts

5.2.1 The contractor shall provide repair parts to complete a project. Replacement parts will be based on a percentage discount from the Manufactures Suggested Retail Prices (MSRP). All invoices submitted to the owner for payment by the contractor that contain charges for approved parts must show the MSRP and the discounted price.

5.2.2 In performing all of the required services under this contract, the Contractor agrees to provide only genuine parts that are recommended and/or approved by the manufacturer(s) of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended or approved by the manufacturer(s) of the equipment. Equivalent parts or lubricants may be used if approved by the owner in advance. The contractor shall not permanently remove from the job site any parts or equipment covered under this contract, unless first given written approval by the owner. This does not include renewal parts stocked on the job by the contractor, if any, which shall remain the sole property of the contractor.

5.2.3 The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the owner by any other clause of this contract. Copies of such warranties shall be submitted to the owner upon completion of work.

5.3 Equipment

5.3.1 The contractor shall provide all tools, machinery, apparatus, and equipment customarily required to accomplish all work required by the owner. The cost of all such tools, machinery, apparatus and equipment shall be included in the hourly base bid for labor. No separate payment shall be made, except for such equipment not customarily required for the services to be provided. Examples include rental of bucket trucks, backhoes, and similar large specialized equipment.

5.3.2 Billing for specialized equipment shall be in accordance with prevailing rental rates, in increments of half days, for the time actually spent on the project. In the event of billing disputes, NJDOT force account provisions shall govern. The contractor's mark-up on equipment rental costs shall not exceed ten percent (10%).

6.0 Contract Term

6.1 The effective period of this contract shall be for three years. If, during the effective period of this agreement, the Contractor violates any of the provisions of this contract or fails to properly provide services required by this contract as judged by the owner in its sole discretion, the owner may terminate the contract. (See also Termination Clauses.)

7.0 Contract Price and Payment Procedures

7.1 Payment shall be made in accordance with the rate bid on the proposal sheet. The hourly rate bid should include all costs of labor, overhead and transportation. The hours for which payment shall be made will be for the time on the job site only. There will be no allowance for travel time, mileage or meal breaks.

7.2 The contractor shall record all service on a Service Order Report (invoice) that shall include the nature of the request for service, the evaluation of the problem, a description of the work performed, a listing of materials used, and the time arrived on site and the time departed.

7.3 The Service Order Report shall be signed by the Maintenance Division Deputy Director or designees, and a copy provided to the owner. All invoices shall include a copy of the signed Service Order Report.

7.4 Invoices shall be submitted to Sellars Maintenance Yard @ 301 Old York Road, Bridgewater, NJ 08807. The invoices shall be forwarded to the appropriate departments for processing. Billings for labor shall be in half-hour increments.

7.5 The owner must receive such report (invoice) within two weeks of job completion.

8.0 Special Conditions

8.1 Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the owner. The Contractor shall make no contract with any other party for furnishing any of the work or services herein without the written approval of the owner.

8.2 The Contractor may choose to enter into a Hold Harmless Agreement (Exhibit B) with the owner which, upon execution by the owner, will permit the Contractor to utilize Park Commission-owned ladders, scissor lift, and various other equipment, when available, on an occasional, emergency basis.

8.3 The Contractor may be required under this agreement to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal, or other governmental authorities, subsequent to the date of this contract, and will be compensated for such installation at prevailing contract rates.

8.4 All Prevailing Wage jobs require the submission of monthly certified payrolls to the owner.

9.0 Owners's Right to Inspect and Required Work

9.1 The owner reserves the right to make such inspections and tests as may be necessary to ascertain that the requirements of this agreement are being fulfilled. Deficiencies noted shall be corrected by the Contractor within 24 hours.

10.0 Overtime and Holidays

10.1 It is the policy of the owner to avoid scheduling any work that exceeds eight (8) hours a day and to avoid scheduling any work on Saturdays, Sundays, and holidays. Therefore, the lowest responsive, responsible contractor shall be determined by the hourly billing rate bid.

10.2 In the event that the owner asks the Contractor to work after hours, the allowance of a time and a half rate charge and/or double time rate charge will be in accordance with the following schedule:

1 ½ times the hourly rate bid for:

- All hours in excess of eight (8) per day, Monday through Friday and all hours on Sat.

2 times the hourly rate bid for:

- All hours on Sundays and Holidays.

10.3 The owner shall not pay for overtime work except in the case of an emergency service call, and where authorized by the owner's Maintenance Division Deputy Director or designees.

11.0 - OPTION 1 – PLUMBING

11.1 SPECIFIC CONDITIONS

- 11.1.1 Hot and cold water supply lines.
- 11.1.2 Sanitary waste lines.
- 11.1.3 Septic systems, but not including pumping.
- 11.1.4 Plumbing fixtures.
- 11.1.5 Water heaters.
- 11.1.6 Storm drain lines
- 11.1.7 Irrigation System Repairs

Not included in this service contract are:

Wells and appurtenances.

Sewage pumping stations.

12.0 - OPTION 2 - ELECTRICAL

12.1 SPECIFIC CONDITIONS

The purpose of this bid is to engage a competent firm having the required manpower, equipment, abilities and certifications to test and service any of the Park Commission electrical systems including, but not limited to:

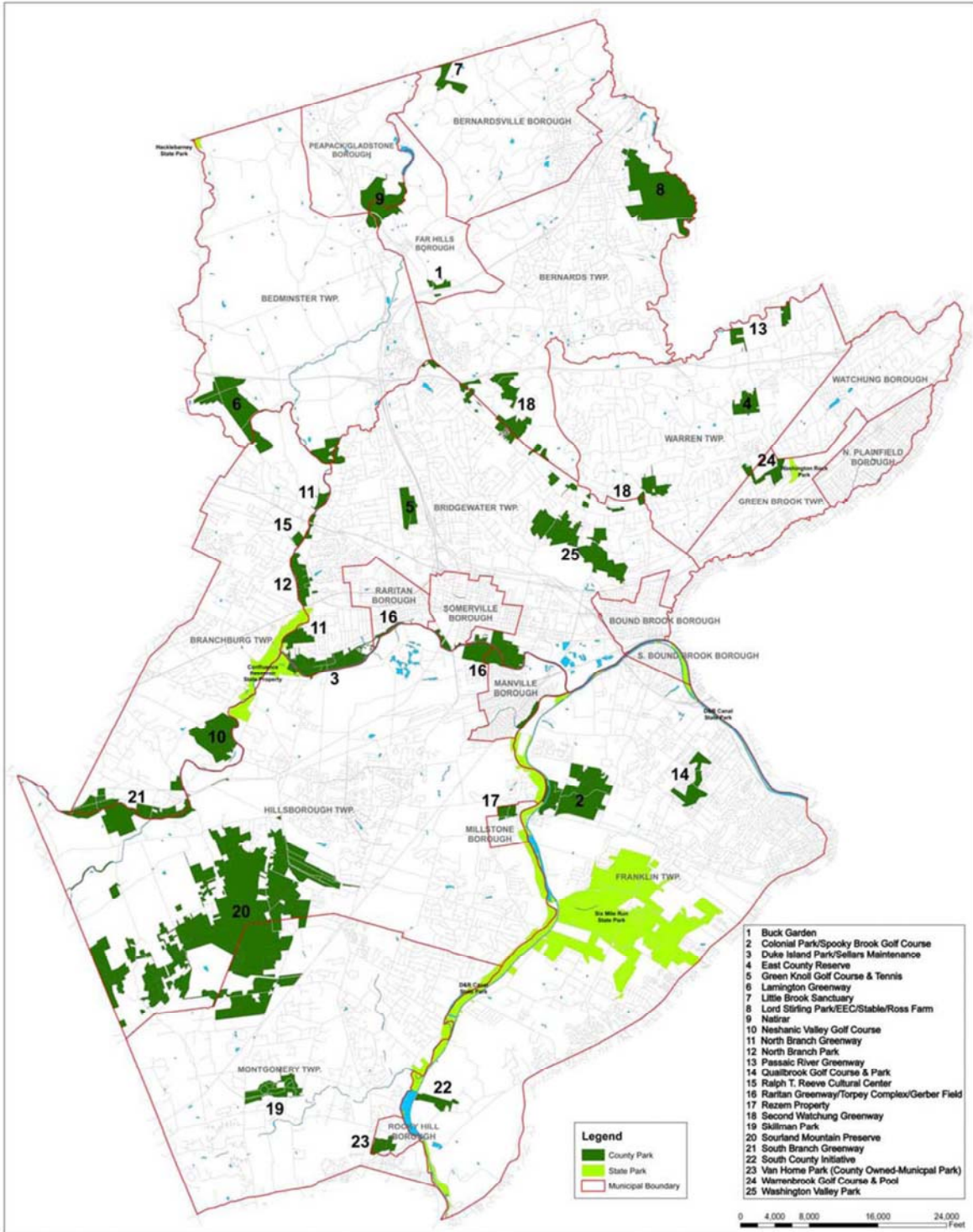
- 12.1.1 Light structures (i.e. 4H Fairgrounds)
- 12.1.2 Electrical outlets.
- 12.1.3 Electrical appliances.
- 12.1.4 Underground electrical wiring.
- 12.1.5 Trouble shoot electrical problems at Park Commission owned properties/facilities.

Not included in this service contract are:

Irrigation systems

Wells and appurtenances

Sewage pumping stations.



SOMERSET COUNTY PARKS
SOMERSET COUNTY, NEW JERSEY
 County of Somerset
 Somerset County Park Commission
 October, 2013



**SOMERSET COUNTY PARK COMMISSION
BID DOCUMENT CHECKLIST**

Required With Bid		Read, Signed & Submitted Bidder's Initial
A. <u>FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID</u>		
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)	_____
<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)	_____
<input type="checkbox"/>	(with Power of Attorney for full amount of Bid Bond)	_____
<input type="checkbox"/>	Consent of Surety (Certificate from Surety company)	_____
<input type="checkbox"/>	Surety Disclosure Statement and Certification	_____
<input type="checkbox"/>	Performance Bond	_____
<input type="checkbox"/>	Maintenance Bond	_____
<input checked="" type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
<input type="checkbox"/>	Other:	_____
B. <u>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</u>		
<input checked="" type="checkbox"/>	Business Registration Certificate – 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 checked="" type="checkbox"/>	Certificate of Insurance Naming County as Additionally Insured Required at time of Contract Award	_____
<input checked="" 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"/>	Disclosure of Investment Activities in Iran - submit with bid response	_____
C. <u>FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION</u>		
<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.	_____
D. <u>READ ONLY</u>		
	Americans With Disability Act of 1990 Language	_____

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: _____

**SOMERSET COUNTY PARK COMMISSION
PROPOSAL COST FORM/SIGNATURE PAGE**

Please indicate by checking the box for the category you are submitting a bid response; bidders may submit a bid for both trade disciplines:

OPTION 1 – PLUMBING OPTION 2 – ELECTRICAL

TO THE SOMERSET COUNTY PARK COMMISSION:

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:

Trade Disciplines	Estimate of Work Hours	Year One Hourly Rate	Year One Extended Price	Year Two Hourly Rate	Year Two Extended Price	Year Three Hourly Rate	Year Three Extended Price
OPTION 1 - PLUMBING SERVICES							
Regular Time	250	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Overtime (As Specified in Section 10.0)	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Repair Parts % Discount off MSRP			_____ %		_____ %		_____ %
OPTION 2 - ELECTRICAL SERVICES							
Regular Time	225	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Overtime (As Specified in Section 10.0)	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Repair Parts % Discount off MSRP			_____ %		_____ %		_____ %

**SOMERSET COUNTY PARK COMMISSION
PROPOSAL SIGNATURE PAGE**

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

Principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number

**SOMERSET COUNTY PARK COMMISSION
OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM**

LEGAL NAME OF BIDDER: _____

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)

**SOMERSET COUNTY PARK COMMISSION
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 Somerset County Park Commission 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 _____.

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 Somerset County Park Commission and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Somerset County Park Commission files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Somerset County Park Commission, 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 Somerset County Park Commission 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 Somerset County Park Commission 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 Somerset County Park Commission. 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 undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**. (REVISED 4/10)

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT


Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625


State Treasurer

VOID

SOMERSET COUNTY PARK COMMISSION

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.

SOMERSET COUNTY PARK COMMISSION

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, N J 08644-0252

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

SOMERSET COUNTY PARK COMMISSION
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

SOMERSET COUNTY PARK COMMISSION

**PURCHASING DIVISION
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: _____