



2020

SPECIFICATIONS

FOR THE PREVENTIVE MAINTENANCE

AND REPAIR SERVICE TO

VARIOUS LIFT STATIONS, PUMPS AND MOTORS

AS REQUIRED BY THE

COUNTY OF MIDDLESEX

**COUNTY OF MIDDLESEX
STATE OF NEW JERSEY**

**ANN V. HARTWICK, QPA, CCPO
DIRECTOR OF PURCHASING**

MARCH 2020



NOTICE TO BIDDERS

Sealed bids will be received and opened at the Middlesex County Purchasing Agent's Office, Middlesex County Administration Building, 75 Bayard St., 3rd Floor, New Brunswick, New Jersey 08901 on **MAY 5, 2020 at 11:30 AM** current time for **THE PREVENTIVE MAINTENANCE AND REPAIR SERVICE TO VARIOUS LIFT STATIONS, PUMPS AND MOTORS AS REQUIRED BY THE COUNTY OF MIDDLESEX**

Specifications and forms of proposal for the proposed material, prepared by the Purchasing Department, have been filed in the Office of the Purchasing Agent, Middlesex County Administration Bldg., 75 Bayard St., 3rd Floor, New Brunswick, New Jersey 08901, and may be inspected by prospective proposers during business hours. Proposal specifications **may be downloaded from our web site at** <http://www.middlesexprocure.org>

Proposals must be made in the standard proposal form in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name of the proposal and the name and address of the proposer on the outside, addressed to the Purchasing Agent of Middlesex County. Proposals may be hand delivered or mailed by certified mail to the above mentioned address.

Proposers are required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

A corporation submitting a proposal, in response to this advertisement, shall accompany such proposal with a resolution authorizing its proper officers to submit such a proposal, and authorize said officers to execute a Contract in the event its proposal is accepted.

The Board of Chosen Freeholders reserves the right to increase or decrease the quantities specified by adding thereto or deducting there from, in accordance with the provisions set forth in the specifications.

The Board reserves the right to reject any and all proposals if deemed to the best interest of the County to do so, in accordance with law.

By order of the Board of Chosen Freeholders of Middlesex County

ANN V. HARTWICK, QPA, CCPO
DIRECTOR OF PURCHASING

BID SPECIFICATIONS

1. SUBMISSION OF BIDS

Sealed bids shall be received by the County of Middlesex, hereinafter referred to as "owner", in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.

COUNTY OFFICES ARE CURRENTLY CLOSED TO THE PUBLIC DUE TO THE COVID 19 PANDEMIC.

BIDS WILL BE OPENED IN THE FREEHOLDER MEETING ROOM. BIDDERS WILL BE ALLOWED TO VIEW THE OPENING OF THE BIDS FROM A DESIGNATED SAFE DISTANCE. AFTER THE OPENING, BIDDERS WILL NOT BE ABLE TO REVIEW ANY BIDS.

Sealed bids shall be received in the **Middlesex County Freeholder Meeting Room, 75 Bayard Street, 1st Floor, New Brunswick, New Jersey 08901** at **11:30 AM on MAY 5, 2020** as stated in the Notice to Bidders, and at such time and place shall be publicly opened and read aloud.

Each bid shall be submitted on the bid form attached, in a sealed envelope, addressed to the **Middlesex County Purchasing Agent, 75 Bayard Street, 3rd Floor, New Brunswick, NJ 08901**, bearing the name and address of the bidder on the outside, clearly marked "BID" with the bid number and the bid title.

The bid shall be submitted in a sealed envelope containing **One (1) original, and one (1) complete electronic copy** of all required pages on removable media (disc or USB flash drive). On the face of the sealed envelope, there shall be a clearly marked "BID" with the bid number of the contract being bid. The removable media shall be labeled with the bidder's name. Faxed or emailed bids shall **not** be accepted. All signatures shall be original.

It is the bidder's responsibility to see that bids are presented to the Purchasing Agent at the time and at the place designated. Bids shall be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by delivery service, regular or express mail. Bids sent by express mail or delivery service shall either 1) include the designation in sub-section above on the outside of the express mail or service envelope; or 2) shall be in a separate, sealed envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date shall be returned unopened.

WE URGE ALL BIDDERS TO MAKE SURE YOUR BIDS ARE SUBMITTED PRIOR TO THE DUE DATE.

Bids are only accepted during normal office hours of 8:30 AM – 4:00 PM. We are not responsible for bids left at our office outside of those times. All times are Eastern Standard Time.

Sealed bids forwarded to the owner before the time of opening of bids shall be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.

All prices and amounts shall be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, shall be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid shall be initialed in ink by the authorized person signing the bid.

Official County bid packages are available to registered vendors at www.middlesexprocure.org at no cost to prospective vendors. Middlesex County is not responsible for specifications supplied by a third party. Potential bidders are cautioned that they are bidding at their own risk if a third-party supplied the specifications that shall or shall not be complete.

Each bid proposal form shall give the full business address, business phone, fax, e-mail if available, the contact

person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships shall furnish the full name of all partners and shall be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations shall be signed in the legal name of the corporation, followed by the name of the State in which incorporated and shall contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

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

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

The County reserves the right to postpone the date for presentation and opening of bids and shall give notice via the County's purchasing portal and advertise in the Home News Tribune of any such postponement to the bid as required by law.

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 bid price, but not in excess of \$20,000, payable unconditionally to the County of Middlesex. A non-conforming bid guarantee is a material defect and grounds for rejection of the bid.

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 shall provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained to confirm that the bidder to whom the contract is awarded shall 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 a consent of surety form shall be cause for rejection of the bid.

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

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

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

- ☐ **D. LABOR AND MATERIAL (PAYMENT) BOND** - Bidder shall, with the delivery of the performance bond, submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

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

- ☐ **E. MAINTENANCE BOND** - Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed _____% of the project costs guaranteeing against defective quality of work or materials for the period of:

_____ 1 year
 _____ 2 years

3. QUOTATIONS, BIDS AND FORMS

All bids shall be made on the bid form attached hereto. All bids shall contain original signatures. No photocopies or facsimile signatures shall be accepted.

Bids shall be signed in ink by the vendor; all quotations shall be machine printed or made with pen and ink. Any quotation showing any erasure alteration shall be initialed by bidder in ink. Unit prices and totals are to be inserted in the spaces provided. Failure to sign and give all information in the bid shall result in the bid being rejected.

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

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

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, the amount ordered may differ from that submitted for bidding. The County reserves the right to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and § 11.10. ***NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.***

Bidder shall insert prices for furnishing all of the material and/or labor as described. Prices shall be net including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. No additional charges shall be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.

Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. This cost shall be included in the pricing submitted on the bid sheet.

Any bidder shall withdraw their bid at any time *before* the time set for receipt of bids. To withdraw a bid, a bidder shall submit a written notice of withdrawal by certified or registered mail, hand-delivery, or email to the County

Purchasing Agent. The request shall be effective upon receipt by the County.

No bid shall be withdrawn in the 60-day period *after* the bids are received except public works bid which shall be withdrawn in accordance with N.J.S.A. 40A:11-23.3.

All forms shall be completed and attached to the bid proposal. *PLEASE SEE THE BID DOCUMENT CHECK LIST PAGE.*

Alternate bids shall not be considered for any potential award of contract in respect to these bid specifications.

4. INTERPRETATIONS AND ADDENDA

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

By submitting a bid, the bidder covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligations, and that they shall not make any claim for, or have right to, cancellation or relief, without penalty of the Contract, because of any misunderstanding or lack of information.

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 requirements of the specifications and the bidder's submitted bid.

No oral interpretation and/or clarification of the meaning of the specifications shall be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent and/or the Purchasing staff member listed in the specifications. To be given consideration, written requests for interpretation shall be received at least five (5) business days prior to the date fixed for the opening of the bids.

All such interpretations, clarifications and any supplemental instructions shall be in the form of written addenda to the specifications, and shall be distributed to all prospective bidders, in accordance with legal authority. All addenda issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid submission. The County's interpretations or corrections thereof shall be final.

Addenda shall be provided pursuant to the time and manner required by N.J.S.A. 40A:11-23(c)(1). The Acknowledgement of Receipt of Addenda shall be completed and signed by the bidder and submitted with the bid.

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.

If 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.

Optional Pre-Bid Conference - If stated in the Notice to Bidders and checked below:

☒ A Pre-Bid Conference shall not be held.

☐ A pre-bid conference shall be held on _____, at _____.

Attendance is not mandatory but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

5. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE, PATENTS

Brand names and/or descriptions used in these specifications are to acquaint bidders with the type of goods and services desired and shall be used as a standard by which alternate or competitive materials offered shall be judged. Competitive items shall 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 bid. After requested by the County, failure to provide same shall be cause for rejection. Vendor's literature shall not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it shall be presumed and required that materials as described in the proposal be delivered.

In the event the bidder takes exception to any part of the bid specifications, such exceptions shall be clearly identified in the bidder's response. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered and submit the equivalent product when requested by the County. The County reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.

Any bidder not submitting a product for testing understands and agrees that the County shall consider the bid informal and in the discretion of the County shall accept or reject same or require proof of equivalency by an outside laboratory at the cost and expense of the bidder. If the County accepts a product claimed to be "equivalent" and after use it proves not to be "equivalent" the County shall have the right to cancel the Contract, return any unused goods, and the bidder shall be responsible to the County for all damages and additional costs incurred by the County. The determination of equivalency shall be solely that of the County.

Prospective bidders shall insert the manufacturer's name and model number they are submitting quotations on in the appropriate place provided for on the bid sheet.

The bidder guarantees that the item is of first quality throughout and complies in all respects to the standards regularly sold by the manufacturer in the lines ordered. All items shall be guaranteed for at least one (1) year after date of acceptance or if the manufacturer prescribes a guarantee of greater duration, the latter time period of the guarantee shall control. Defective or inferior goods shall be replaced at the expense of the vendor. The vendor shall be responsible for return freight or restocking charges.

In submitting its bid, the bidder certifies that the goods and services to be furnished shall not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save the County, its officers, agents, servants, and employees harmless from any liability and/or damages resulting from any such infringement.

Please indicate when recycled products are being offered. **No products offered shall include fracking waste.**

6. **AWARD OF BID**

The Board of Chosen Freeholders 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 shall be rejected, any bid having erasures or corrections in the price sheet shall be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, shall be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond shall be rejected.

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 shall be described in the bid proposal or based on any combination thereof.

The County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the County shall then, at its option, accept the bid of the next lowest responsible bidder.

Any contract resulting from this solicitation shall be interpreted in accordance with the laws of the State of New Jersey.

7. **FIRM FIXED CONTRACT**

This is a firm fixed contract, prices firm, FOB destination. No price escalation shall be allowed unless specified elsewhere in these specifications. The contract shall be void and the County shall solicit a new contract should any price increase or surcharge be imposed.

8. FORM OF CONTRACT

It is understood that the bid specifications, the bid which is submitted in response thereto and the resolution adopted by the Middlesex County Board of Chosen Freeholders accepting the bid, shall collectively constitute a binding contract between the County of Middlesex and the successful bidder.

Government entities are not private business/consumer clients; therefore, separate company agreements are not honored unless they are submitted with the bid and approved by County Counsel. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

9. FEDERAL AND STATE TAXES

The owner is exempt from any local, state or federal sales, use or excise tax. The owner shall not pay for N.J. State Sales and Use Tax that are included in any invoices.

Exemption Certificates shall be furnished upon request by the Director of Purchasing.

10. COMPLIANCE WITH LAWS & LEGAL INTERPRETATION

Bidders shall comply with all laws relating to sale of and purchase by County Governments and Municipal Corporations insofar as they pertain to the purchase made under this Contract and shall pay prevailing wages as provided by law.

Any contract resulting from this Bid shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws, except that Federal law shall apply as to matters where New Jersey law is preempted by Federal law. The bidder agrees and consents to be subject to the exclusive jurisdiction and venue of State or Federal courts, as appropriate, located in New Jersey in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Contract.

11. FAILURE TO PERFORM, REMUNERATION OF INSPECTORS

If any wages are required to be paid by the County to any inspector or inspectors necessarily employed by it or any work required by these specifications for any number of days more than the number allowed in these specifications for performance of the work, the County shall deduct from the contract price any such wages paid or to be paid.

12. PAYMENTS TO SUBCONTRACTORS AND MATERIALMEN

The successful bidder and/or its bonding company shall be responsible for indemnifying and holding the County of Middlesex harmless from all actions instituted by subcontractors and/or materialmen for the failure by the contractor or its bonding company to make timely payment for work provided to the contractor or bonding company. The contractor and/or bonding company shall further be responsible for payment for all services provided by any consultant or agent of Middlesex County in connection with any suit or action filed by a subcontractor or materialman.

13. PROTECTION OF ITEMS & PROPERTY

The successful bidder shall continuously maintain adequate protection for all their items and the County's property from injury, damage or loss arising in connection with the Contract. They shall make good such damage, injury or loss.

14. RESCISSION OF CONTRACT

The County of Middlesex reserves the right to rescind any contract which it has awarded, prior to the commencement of work under said contract. The right to rescind shall be exercised by the County of Middlesex when, in its sole discretion, it determines that rescission is in the best interests of the County. The County shall reimburse the contractor for reasonable out-of-pocket expenses which were incurred between the time the contract was awarded and the date of rescission.

15. TIME FOR CONTRACT AWARD AND BID REJECTION

METHOD OF CONTRACT AWARD - The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid. The County shall also elect to award the contract on the basis of unit prices. The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions shall be formally accepted by the County.

The Award of the Contract(s) or the rejection of the bid(s) shall be made within sixty (60) days of the date of opening of bids. If the County deems it to be in its best interest to extend the time within which to award the contract by an additional thirty (30) days, it shall request, in writing, that each bidder consent to such extension. Any bidder who agrees to such extension shall so signify by advising the County, in writing, within three (3) days after the receipt of the County's request. In the event of such extension, the County shall make the award or reject such bids on or before the 90th day after the date of opening of the bids.

CAUSES FOR REJECTING BIDS - Bids shall be rejected for any of the following reasons:

- A. All submitted bids pursuant to N.J.S.A. 40A:11-13.2;
 - 1) The lowest bid substantially exceeds the cost estimates for the goods and services;
 - 2) The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;
 - 3) The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;
 - 4) The contracting unit wants to substantially revise the specifications for the goods or services;
 - 5) The purposes or provisions or both of P.L. 1971, c.198 (C.40A:11-1 et seq.) are being violated;
 - 6) The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner shall accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

16. PAYMENT & PROMPT PAYMENT CLAUSE

Payment shall be made after a properly executed County voucher/PO has been received and formally approved on the bill list by the Board of Chosen Freeholders at its regular meetings on the first and third Thursdays of the month (unless advertised otherwise). The voucher/PO shall be certified correct by the department/division head who received the goods or services.

Where a vendor provides continuous services, invoices shall be held by the vendor and submitted monthly.

Bidders are invited to offer prompt payment discounts for invoices that are processed and paid within thirty (30) days of the **receipt of the invoice**. This discount shall not have any effect or bearing on the method of award. To be accepted, the prompt payment offered by the vendor shall not be less than 1%. Discounts shall be in whole numbers only (1%, 2%, etc.). If the vendor chooses to offer a prompt payment discount, it shall be entered on the bid sheet in the appropriate place.

Middlesex County shall receive a discount equal to a percentage (as set forth on the Bid Sheet) of the amount of each invoice processed and paid within thirty (30) days of the **receipt of the fully executed and correct invoice**. "Processed and Paid" shall mean the issuance of a check and the mailing of same on or before the 30th day. The discount shall be deducted from the amount of the invoice and a net check issued to the vendor. The discount listed shall not have any effect or bearing on the method of award of the contract.

17. MULTI YEAR CONTRACTS

Multi-Year Contracts as awarded shall be subject to the availability and appropriation annually of sufficient funds required to meet any award obligation extending beyond a twelve (12) month period. This is in accordance with Local Public Guidelines and Contract Regulations.

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

The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or their rights, title, or interest in or to the same of any part thereof, without previous consent, in writing by the County, endorsed upon or attached to each copy of the Contract; and they shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract, unless by and with consent signified in like manner.

If the bidder shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract in whole or in part or of their right, title or interest therein, or any of the monies to become due under the Contract to any person, firm or corporation, the Contract shall, at the option of the County, be revoked and annulled, and the County thereupon relieved and discharged from any and all liability and obligations growing out of the same to the bidder and to their assignee or transferee, provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the bidder for the benefit of their creditors made pursuant to the statutes of the State of New Jersey; and no right under this Contract or to any money to become due hereunder, shall be asserted against the owner in law or in equity by reason of any so-called assignment of this contract, or any part thereof, or any monies to grow due hereunder unless authorized as aforesaid by the written consent of the County.

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

19. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – See attachment A

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

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

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

B. NEW JERSEY ANTI DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to

abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment B of this document.

C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination based on disability in contracting for the purchase of goods or services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification as Attachment C. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

E. NEW JERSEY BUSINESS REGISTRATION

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

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

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract

with a contracting agency.

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

F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders shall indicate if they comply with the law by certifying on the attached form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity. This is a mandatory submittal. Failure to submit the required certification is cause for the bid to be rejected.

G. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

If the following boxes are checked, they are mandatory requirements of the bid proposal and contract

☒ **H. DOCUMENT CHECKLIST**

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid shall be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

☒ **I. NON- COLLUSION AFFIDAVIT**

To ensure that the bidder has not participated in any collusion, directly or indirectly, with any other bidder or public entity representative, or otherwise taken any action in restraint of free and competitive bidding, all bidders shall properly execute and submit the attached Non-Collusion Affidavit with the bid. The Affidavit required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity. Failure to provide same with bid submission shall result in rejection of the bid.

☐ **J. 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. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 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) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - shall be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. www.nj.gov/health/workplacehealthandsafety/right-to-know/

☒ **K. 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. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner shall terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and prosecute the work to completion.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

Additional information is available at
http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html

☒ **L. PUBLIC WORKS CONTRACTOR REGISTRATION (When Applicable)**

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.

To register, a contractor shall 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/lse/lspubcon.html N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

☐ **M. EQUIPMENT CERTIFICATION**

Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder shall have access to the equipment is required with the bid. (N.J.S.A. 40:11-20)

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

Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

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

21. NON-ALLOCATION OF FUNDING TERMINATION

Each fiscal year payment obligation of the County is conditioned upon the availability of County funds

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

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

Public funds shall be used to pay only for goods delivered or services rendered. Middlesex County shall 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.

23. W-9

Each bidder shall submit a copy of its W-9 Request for Taxpayer Identification Number and Certification to the Middlesex County Office of Purchasing either at the time of the bid opening, or within three (3) days after notification from the Office of Purchasing that a contract is to be awarded to your company/corporation. A sample W-9 Form is included in these specifications. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

24. HIPAA (If Applicable)

All parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub.L. 104-191, 110 Stat. 1936, as amended, 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 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 shall be incurred as the result of the failure of the contractor to comply with the requirements of HIPAA or any other statute or case law protecting the privacy of persons using its services.

25. ACCIDENTS, INJURIES, DAMAGES

If it becomes necessary for the vendor, either as principal or by agent or employee, to enter upon the premises or property of the County in order to construct, erect, inspect, make delivery or remove property hereunder, the vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precaution, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and hold harmless the County from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that shall happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any city or borough ordinance regulation, or the laws of the State, or the United States, while the said work is in progress.

Contractor shall carry insurance to indemnify the County against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or their employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the Contractor or their employees or agents and shall provide certificates of such insurance to the County.

26. INSURANCE AND INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the County, and its agents or employees from and against any and all claims, damages, losses and expenses, including but not

limited to attorneys' fees, arising out of or resulting from provision or failure of provision of the bid requirements described herein. The County of Middlesex is not authorized to indemnify any third party for the acts of any party other than the entities, agents, or employees of the County. However, the County is subject to all provisions of the New Jersey Tort Claims Act, N.J.S.A 59:1-1, et seq. and available appropriations. The County assumes no responsibility or obligations to any third parties by awarding this Contract to the Contractor.

The contractor shall maintain sufficient insurance to protect against all claims described herein and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the County named as additional insured.

Vendor shall procure and maintain, at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. **A Certificate of Insurance shall be provided which indicates coverage on a primary and non-contributory basis, naming the County as an additional Insured for all coverages except Workers Compensation. The Certificate of Insurance shall be filed with the County prior to award of the contract. Failure to submit same shall be grounds for rescission of the contract.**

Commercial General Liability (CGL): Coverage for all operations including but not limited to contractual, products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Middlesex, its officers, officials, employees, agents and volunteers shall be included as an additional insured.

Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined singled limits (CSL) or its equivalent.

Workers Compensation: As required by the State of New Jersey, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6, with limits not less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability: Coverage for professional liability coverage (Errors & Omissions) As appropriate to the vendor's profession with limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The County of Middlesex, its officers, officials, employees and volunteers shall be included as an additional insured.

Coverage on Primary and Non-contributory Basis: The Certificate of Insurance should indicate that all insurance coverages (excluding Workers Compensation) shall be provided on a primary and non-contributory basis to the County of Middlesex, its officers, officials, employees, agents and volunteers.

Any combination of primary and umbrella/excess may be used to satisfy the limits.

Insurance is to be placed with sureties with a current A.M. Best Rating of no less than A:VII, unless otherwise acceptable to the County.

Self-insured retentions shall be declared to and approved by the County.

The insurances shall contain waiver of subrogation provisions, as allowed by law, in favor of the County.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with written notice to the County.

Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

27. TERMINATION

RESCISSION - The County of Middlesex reserves the right to rescind any contract which it has awarded, prior to the commencement of work under said contract. The right to rescind shall be exercised by the County of Middlesex when, in its sole discretion, it determines that rescission is in the best interests of the County. The

County shall reimburse the contractor for reasonable out-of-pocket expenses which were incurred between the time the contract was awarded and the date of rescission.

COUNTY'S RIGHT OF CANCELLATION -The County of Middlesex shall have the right to cancel the Contract entered into with the successful bidder(s) at any time during the Contract Period with a thirty (30) day Notice of Cancellation.

CONTRACTOR DEFAULT – The Middlesex County Board of Chosen Freeholders shall have the right in case of failure, neglect or the refusal of the contractor to do the work specified satisfactorily, to terminate the Contract at the expiration of a three (3) day written notice to the contractor and surety served upon them at their last known address according to the records of the County of Middlesex. At the expiration of said notice, the County shall, at its option, proceed to perform said work itself or enter into a Contract for the performance thereof for the balance of the term provided, however, that the person, firm or corporation chosen by the surety is approved by the County. Where the County proceeds to perform the work itself or enters into a Contract for the performance for the balance of the term, the County shall deduct the cost thereof from the payments due to or grown due and the contractor shall be liable for such deficiency. If the County shall declare the said Contract in default, in the whole or in any particular, such declaration of default shall in no way relieve or affect the liability of the contractor and his surety for breach of any of the covenants and conditions of said Contract.

CONTRACTOR FINANCIAL DEFAULT - 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 shall 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.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. The County shall pay only for goods and services accepted prior to termination.

Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County shall withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.

The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County.

In case of default by the contractor, the County shall procure the goods or services from other sources and hold the contractor responsible for any excess cost.

Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel the contract.

28. 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 shall be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor shall be increased proportionally to the amount of service added in accordance with the bid price.

29. SPECIFICATION CHALLENGES

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Director of Purchasing no less than three (3) 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.

30. OWNERSHIP OF MATERIAL

The County shall retain all its rights and interest in any and all documents and property, both hard copy and digital, furnished by the County 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 County 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 County, 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 County. 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 prior written consent of the County. All information supplied to the County shall be required to be supplied on electronic media compatible with the County's most current computer operating system.

31. PAYMENT OF COMMODITIES/SERVICES

Payments shall be made upon the approval of vouchers/purchase orders submitted by the successful vendor in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Chosen Freeholders customary procedures. The successful vendor shall submit one voucher/purchase order and original invoice on a monthly basis accompanied by a detailed summary of the monthly activities.

32. PAYMENT OF CONSTRUCTION CONTRACTS

The contractor shall submit a request for payment on the 15th day of each month. The request for payment shall be accompanied by a signed Middlesex County voucher/purchase order and documentation specifying the items for which payment is requested. The request for payment and all accompanying documents shall be submitted to the County's consulting engineer or, in the event no consulting engineer is utilized, to the County Engineer or other designated County representative. If within twenty (20) days of the receipt of the request for payment either the County Engineer, designated County representative or the consulting engineer whichever is appropriate, questions any item or items contained in the request for payment, the engineer shall notify the contractor as to the items in question and the amounts withheld from the pending payment. All requests for payment which are not in dispute shall be paid within thirty (30) days after receipt by the County.

The contractor acknowledges that all periodic payments, final payments and release of retainage monies require formal approval of the Board of Chosen Freeholders at a regularly scheduled public meeting. In the event that a regularly scheduled public meeting does not occur within thirty (30) days from the receipt of a request for payment, the payment shall be approved at the next regularly scheduled public meeting thereafter and payment made during the next payment cycle.

33. 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 shall solicit the goods and/or services from any bidder on this contract.

34. STATE OF NEW JERSEY'S RIGHT TO AUDIT

N.J.A.C. 17:44-2.2 provides the State of New Jersey the authority to audit or review contract records. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

35. CONTENTS OF BID/PROPOSAL SUBMISSION

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as shall be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA") and the common law.

A bidder shall designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The County reserves the right to make the determination and shall advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The County shall not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

To assist the County's determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder shall clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner's business; (2) the extent to which it is known by employees and others involved with your business; (3) the extent of the measures taken by your firm to guard the secrecy of the information; (4) the value of the information to your firm and your competitors; (5) the amount of effort or money expended by your firm in developing the information; and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. Also, the bidder shall commit in writing to assist the County's effort to protect the confidentiality of the documents and/or information and be responsible for any and all costs pertaining to any such OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the County. A claim for confidentiality should be separate from the bid proposal but should accompany the bidder's submission of the bid proposal.

By signing the bid sheet of this solicitation, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs shall be accessible to the County and its cooperative purchasing partners (if applicable) and thus shall be made public to allow all eligible purchasing entities access to the pricing information.

All bids, except for information determined by the County or the Court to be proprietary, are available for public inspection after review by the Middlesex County Counsel's Office. At such time, interested parties can make an appointment with the Purchasing Office to inspect bids/proposals received in response to this solicitation.

36. BIDDERS WITHDRAWAL CLAUSE

Permission for a bidder to withdraw a bid due to a mistake in certain circumstances, N.J.S.A. 40A:11-23.3 authorizes a bidder to request a withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to Ann V. Hartwick, QPA, Purchasing Agent, 75 Bayard Street, New Brunswick, NJ 08901. The bidder must request withdrawal of a bid due to a mistake, as defined by law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Purchasing Agent may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within five business days following the opening of bids. Any bidder who is granted a bid withdrawal shall be disqualified from submitting a bid in the future on the same project

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

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

The contractor or subcontractor, where applicable, shall 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 shall 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 shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall 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 shall 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 shall 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; or
 Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as shall 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 shall be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**ATTACHMENT B – NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There shall be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract shall be canceled or terminated by the contracting public agency, and all money due or to become due hereunder shall be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

ATTACHMENT C

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 shall 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 shall 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.

DETAIL SPECIFICATIONS

D 1. INTENT

It is the intention of these specifications to provide to prospective bidders the requirements for the Preventive Maintenance and Repair Service to Various Lift Stations, Pumps & Motors as required by the Middlesex County Department of Infrastructure Management, Office of Facilities Management.

D 2. SCOPE OF WORK OR SPECIFICATIONS

Successful bidder (contractor) shall furnish all required supervision, labor, materials, equipment, apparatus, tools, transportation, trucks/vehicles, storage, permits (if required) and all necessary related items and appurtenances for a full and complete job in accordance with industry standards. All subcontractors shall adhere to all the same requirements and be approved by the County.

D 3. FAMILIARIZATION

Prospective bidders are hereby required to completely familiarize themselves with the scope of work required and the conditions to be met by visiting each job site and conferring with **Office of Facilities Management Project Manager: Mr. Tom Webster: (732)-745-8279**. Said bidder covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met and that they fully understand their obligation and that they shall not make any claim for or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information. This is an important and irrevocable part of any resulting contract.

D 4. REQUIREMENTS

Inspection & Preventive Maintenance Service for the various Fire Academy Ejector Pumps and Motors shall be performed between the hours of 7:30 a.m. and 3:00 p.m. on scheduled days or as otherwise requested for unscheduled maintenance and repair service by the Facilities Management Building Maintenance Supervisor Ms. Wanda Drozd: (732) 376-6744.

Inspection & Preventive Maintenance Service for the various Ejector Pumps and Motors at the George J. Otlowski Sr. Center for Mental Health Care shall be performed between the hours of 8:00 a.m. and 1:00 p.m. on scheduled days or as otherwise requested for unscheduled maintenance and repair service by the Facilities Management Building Maintenance Supervisor Ms. Wanda Drozd: (732) 376-6744.

Inspection & Preventive Maintenance Service for the various Lift Station Pumps at the Middlesex County Office of Parks & Recreation shall be performed between the hours of 7:30 a.m. and 3:30 p.m. on scheduled days or as otherwise requested for unscheduled maintenance and repair service by the Office of Facilities Management Project Manager Mr. Tom Webster: (732)-745-8279.

All work shall be performed in a sanitary and inoffensive manner and shall conform to all Local, County, and State ordinances governing same.

Note: Prior to the awarding of the contract the successful bidder shall furnish to the Purchasing Office all the necessary paperwork confirming confined space certification for all their employees working on site. The successful bidder is also required to furnish a list of all their OSHA approved safety and air monitoring equipment that are required to meet all OSHA regulations for confined space entry. All subcontractors shall adhere to all the same requirements and be approved by the County.

The successful bidder shall supply the necessary equipment and labor as per the manufacturer's specification for the above noted lift stations pumps. All pumps shall be hoisted and removed from their pits and thoroughly inspected and cleaned on site with special attention afforded to the bottom of the pumps.

Furthermore, the inspections & preventive maintenance service for all pumps shall also consist of and are not limited to the following:

1. Inspect all electrical connections, conduits, junction boxes, fittings, wire.
2. Inspect all control enclosures, disconnects, enclosure seals if applicable.
3. Test control voltage and line voltage.

4. Inspect and test all relays, disconnects, transformers, switches, starters and fuses where accessible.
5. Inspect and clean all contactors / motor starters.
6. Megger test all motors for integrity.
7. Check for proper voltage and amperages during operation.
8. Inspect and test all high and low water alarms and seal failure alarms local and remote.
9. Inspect all seals, bearings, packing, O-rings, shaft seals, grease retainers, fittings and related items on all motors and Pumps.
10. Inspect wear rings.
11. Inspect impellers and re-torque if required.
12. Inspect and activate all floats and sensors, inspect all related hangers, supports, guide rails and mounts.
13. Check lower shaft seals and O-rings, check oil level and oil condition, and add or replace if necessary.
14. Test all indicator lamps replace if necessary. Test all alarm horns / strobe lights and make any repairs if necessary.
15. Run pump station thru automatic and manual modes to insure proper operation.
16. Inspect, operate, and lube all gate valves and check valves where required.
17. Inspect all discharge piping and hangers, brackets and anchor points.
18. Taxpayer pumps require grease during every inspection.
19. Remove any and all debris from bottom of lift station.
20. All sewer pits shall be pumped and cleaned (including but not limited to power washing), and sanitized twice per year.

All work performed during Inspection and PM Services shall be code compliant.

The successful bidder upon completion of each inspection shall submit a comprehensive report, including photos of existing conditions, in writing to the Office of Facilities Management Project Manager on each station and follow up with a written quote for any repairs required (All quotes must be broken down by parts and labor costs).

D 5. LOCATION

The locations of the Parks Sewage Lift Stations are indicated on the Schedule "A" Document, see attached.

The locations of the Fire Academy and George Otlowksi Sr. Center for Mental Health Care Building Sewage Lift Stations are indicated on the Schedule "B" Document, see attached.

D 6. DESCRIPTION OF WORK

The general scope of work to be included in this contract consists of the furnishing of all labor, materials and equipment necessary to provide inspection, preventive maintenance and emergency repair services for the mechanical and electrical components of the sanitary sewage pumping stations shown in Schedule "A" and "B". This work generally consists of the following:

- A) Inspection - The successful bidder shall, during the first week of the months of January, April, July, and October and such other emergency times as may be directed by the Office of Facilities Management Project Manager, the Building Maintenance Supervisor or designee, thoroughly examine and inspect the mechanical and electrical components of all of the sanitary sewage pumping stations included in this contract.

The Office of Facilities Management Project Manager or the Building Maintenance Supervisor or designee shall be made aware immediately of any items requiring corrective services beyond those specified in C below and at all emergency repair calls.

The successful bidder is required to furnish pictures of existing conditions attached to quarterly reports.

- B) Maintenance and Repair Services - The successful bidder shall provide maintenance and repair services, as may be authorized by the Office of Facilities Management Project Manager, the Building Maintenance Supervisor or designee for mechanical and electrical components of the sanitary sewage pumping station, including but not limited to piping, valves, pumps, motors, controls, alarm systems, lift stations and work incidental thereto. This work shall include furnishing all labor, materials and equipment necessary to perform the work.

- C. Preventive Maintenance During Quarterly Inspection - The quarterly preventive maintenance services shall include the following items:
- Simulation of the system's operation to detect and correct any minor problems.
 - Cleaning and adjustment of level controls as necessary.
 - Back flushing of pumps as necessary.
 - Maintenance of force main air release valves where applicable.
 - Lubrication of motor bearings and other equipment where applicable.
 - Inspection of electrical contracts and tightening of electrical connections.
 - Current, voltage and resistance readings taken to monitor equipment efficiency and anticipate equipment failure.

- D. Unscheduled/Emergency Repair Services-Upon notification from the Office of Facilities Management Project Manager or their designee the successful bidder shall respond on –site within four (4) hours of notification on weekdays and shall respond on-site within six (6) hours on weekends and holidays to commence repairs.

If the successful bidder fails to commence work on the unscheduled/emergency repair within the above noted response times, the County reserves the right to solicit other contractors to perform the necessary repairs immediately and recoup damages from the successful bidder for additional cost differences of the repair project.

The Office of Facilities Management Project Manager or their designee shall have the right to inspect the work in progress and shall have the right to request the successful bidder to provide signed affidavits signed by the persons who performed the work.

Prior to any unscheduled /emergency repairs the successful bidder shall submit to the Office of Facilities Management Project Manager or their designee a detailed quotation estimating labor costs (the number of mechanics, number of hours & labor rate, and net material costs for the completion of the repair project).

During the period of the contract, the successful bidder shall provide emergency telephone/cell phone numbers of all key personnel to contact a dedicated twenty-four (24) hour phone answering service.

All work shall be subject to the inspection and approval of the Office of Facilities Management Project Manager or their designee.

The successful bidder shall keep the Office of Facilities Management Project Manager or their designee thoroughly informed of all repair and maintenance activities.

The successful bidder shall inform the Office of Facilities Management Project Manager or their designee upon arrival at the work site and shall also thoroughly inform Office of Facilities Management Project Manager or their designee as to the number and type of personnel and equipment, the material, and the methods to be utilized in performing the work included in this contract.

The successful bidder shall notify the Office of Facilities Management Project Manager or their designee prior to leaving the work site, when the repairs are made, so that the Office of Facilities Management Project Manager or their designee may inspect the work.

The amount of time for work as unscheduled emergency repairs will be the actual number of man hour spent in the repair of the unit. Travel time to and from the location shall not be included in the hourly price bid. No mobilization charge shall be paid for any unscheduled emergency service call. The billable amount for all service calls to be for one (1) qualified mechanic. The Office of Facilities Management Project Manager or their designee shall authorize permission for additional mechanics to assist prior to dispatch per service call.

A. INSPECTION REPORTS

Inspection and Inspection Reports shall include all mechanical and electrical components of the pumping station including, but not limited to, the following:

1. Identification and description of pumps and equipment.
2. Checking and testing of pumps, motors and controls.

3. All items mentioned in "Scope of Work"
4. Alarms
5. Chemical Feed Equipment
6. Generators
7. Flappers
8. Lubrication Systems
9. Pump Systems
10. Sump Pump
11. Compressors
12. Flowmatcher
13. Motor Control Contacts
14. Lift Stations and all other mechanical and electrical components
15. The successful bidder is required to furnish pictures of existing conditions attached to quarterly reports.

The successful bidder shall immediately inform The Office of Facilities Management Project Manager or designee of any work requiring repair and maintenance services beyond those indicated in D 6., Para. C. The successful bidder shall, within one (1) week of the inspection, provide a written report to the Office of Facilities Management Project Manager or designee. The report shall list all items requiring repair and maintenance services beyond those indicated in Section D 6.0, Para. C, and shall include an estimate of the cost of these services, including a time and materials breakdown.

During the period of contract, the successful bidder shall give the Office of Facilities Management Project Manager or designee at least twenty-four (24) hours' notice prior to any planned inspection.

Payment shall be made per inspection and preventive maintenance at the price bid on the bid sheet and this payment shall include all costs for labor and all other costs necessary for the specified inspection service period. Inspection services shall not be subject to a separate mobilization charge.

B. REPAIRS

All work shall be subject to the inspection and approval of the Office of Facilities Management Project Manager or designee.

The successful bidder shall keep the Office of Facilities Management Project Manager or designee thoroughly informed of all repair and maintenance activities. The successful bidder shall inform the Office of Facilities Management Project Manager or designee upon arrival at the sewer pumping station and shall also thoroughly inform the Office of Facilities Management Project Manager or designee as to the number and type of personnel and equipment, the material, and the methods of construction to be utilized in performing the work included in this contract.

The successful bidder shall notify the Office of Facilities Management Project Manager or designee prior to leaving the project site, when the repairs are made, so that the Office of Facilities Management Project Manager or designee may inspect the work.

The amount of time for work beyond preventive maintenance will be the actual number of man hours spent in the repair of the unit. Travel time to and from the location shall not be included in the hourly price bid. No mobilization charge shall be paid for any service call. Service Tickets must state arrival time and departure time. The billable amount for all service calls to be for one (1) qualified mechanic. The Office of Facilities Management Project Manager or designee must authorize permission for additional mechanics to assist prior to dispatch per service call.

The Office of Facilities Management Project Manager or designee shall have the right to inspect the work in progress, regardless of the location at which the work is performed and the Office of Facilities Management Project Manager or designee shall have the right to request the successful bidder to provide signed affidavits as to hours worked, which affidavits shall be signed by the persons who perform the work.

C. PARTS AND SUPPLIES

The cost of the materials shall be determined from the percent mark-up, as per bid of the original manufacturer's wholesale list price as of the date of receipt of bids for this contract. All invoices for service shall include this information plus individual listing for verification purposes all Field Labor and/or Shop Labor costs plus materials. Total lump sum amounts without itemization of said costs are not acceptable and shall delay payment. The successful

bidder shall supply with each invoice for parts and supplies, a copy of the supplier's wholesale list price invoice with verification from the supplier.

All parts and supplies included in all items of this contract shall be new, unless approved by the Office of Facilities Management Project Manager or designee. Written permission by the Office of Facilities Management Project Manager or designee is required for parts that may be taken from the sewer pumping station to be rebuilt.

All replacement parts shall be equivalent to the originals, including manufacturer, model number and quality. If identical replacement is not possible, the successful bidder shall obtain permission, in writing, from the Office of Facilities Management Project Manager or designee, to use substitute parts. The successful bidder shall include in the written request the detailed specifications and certifications that the substitute parts are suitable for the application and are equal or better than the original parts. The process of obtaining permission for using substitute parts is not intended to hinder prompt repairs. The successful bidder shall repair the Sewage Lift Stations while requesting substitute parts. If, however, later review by the County results in denial of permission, the successful bidder shall replace the non-approved parts at the direction of the County, at the awarded contractor's expense.

Should it become necessary to replace a control or instrument, the replacement shall be an approved equal of the original. The replacement shall be compatible with the systems now used at the sewage pumping station and have at least the same sensitivity of measurement. The Office of Facilities Management Project Manager or their designees shall be the final judge of what constitutes an approved equal. The replacement instruments or controls shall be guaranteed for a period of one year after date of acceptance or if is prescribed a guarantee of greater duration, the latter time period of the guarantee will control.

The Office of Facilities Management Project Manager or their designees shall have the right to inspect the work in progress, regardless of the location of which the work is performed and The Office of Facilities Management Project Manager or his designee shall have the right to request the contractor to provide signed affidavits signed by the persons who performed the work.

Unrepairable parts/pumps shall be left at site. If the pump is repairable it may go into the shop for repairs upon approval by the Office of Facilities Management Project Manager or designee.

D. EXPERIENCE AND AVAILABILITY FOR SERVICE

Only qualified mechanics directly employed and supervised by the awarded contractor shall be used. They shall be qualified to keep the equipment properly adjusted and shall use all means available to maintain the sanitary sewage pumping stations in proper operating condition. All employees performing work under this contract shall be satisfactory to the County of Middlesex. successful bidder shall provide seven (7) days a week twenty-four (24) hours a day service.

E. WORKMANSHIP

The workmanship shall be of high grade, and the persons supplied for the service be skilled commensurate with the requirements of the class of work found in the maintenance, repair and overhauling of the pumping station components.

Should it become necessary to replace a control or instrument, the replacement shall be an approved equal of the original. The replacement shall be compatible with the systems now used at the sewage pumping station and have at least the same sensitivity of measurement. The Office of Facilities Management Project Manager or designee shall be the final judge of what constitutes an approved equal. The replacement instruments or controls shall be guaranteed for a period of one (1) year after date of acceptance or if is prescribed a guarantee of greater duration, the latter time of the guarantee will control.

D 7. QUALIFICATIONS OF CONTRACTOR

A. CONFORMANCE WITH QUALIFICATIONS REQUIRED

The successful bidder shall meet the minimum qualifications specified in the contract. The successful bidder shall state, with his bid any exceptions to the qualifications required by this contract and by this section of the specifications titled "Qualifications".

B. PERSONNEL

Personnel shall, always, be productive in accordance with accepted standards. The Office of Facilities Management Project Manager or designee shall have the right to order the successful bidder to remove any personnel who, in the opinion of the Office of Facilities Management Project Manager or the Office of Facilities Management Building Maintenance Supervisor or designee, are not productive in accordance with normally accepted standards or who do not have the qualifications to perform the required work.

If any dispute concerning the job arises, the Project Manager of Office of Facilities Management or designee may notify the successful bidder to replace any personnel.

Any time lost due to labor disputes shall not be charged to the County.

D 8. PORTABLE POWER-DRIVEN MACHINE TOOLS AND PUMPS

The successful bidder shall possess for use when required an assortment of appropriate portable power drive machine tools and pumps. These tools and pumps are required to perform certain field repairs and work on site.

D 9. CONSTRUCTION METHODS AND PLANS TO BE APPROVED

Before commencing work, the successful bidder shall, when required by the Office of Facilities Management Project Manager or designee, submit for approval his proposed methods of performing the work and estimated time schedule. Such approval is reserved to safeguard the County's interest, but it will in no way relieve the successful bidder of his obligation or responsibility for the safe and proper conduct of his work. Competent supervision shall be given at any or all times as work demands.

D 10. POWER AND LIGHT

All power and light required for the work shall be provided and maintained by the successful bidder at his expense. All temporary connections for electrical portable equipment or lighting units shall be furnished, installed, connected and maintained by the successful bidder and shall be disconnected and removed by him prior to completion of the work.

D 11. SAFETY

The successful bidder shall have sole responsibility for performing all work in accordance with all standard safety practices.

D 12. DEBRIS REMOVAL AND WORK SITE MAINTENANCE

During the progress of work, the site should be maintained so that station operation may proceed safely and without undue interruption. At the completion of the installation, all debris shall be removed, the site re-graded, re-sodded or repaved when appropriated. The successful bidder is cautioned that during the pursuit of his work, any damage to existing structures, piping, wiring or related items shall promptly be repaired to the specification of the Office of Facilities Management Project Manager or designee. The successful bidder is held responsible for said repair.

D 13. TESTS

Before acceptance of any work, such work must be completed to the satisfaction of the Office of Facilities Management Project Manager or designee. Any inferior or defective work found shall be corrected at the expense of the successful bidder.

D 14. WARRANTY

All work shall be subject to a repair warranty of not less than sixty (60) days against defects in materials or workmanship. All repair parts shall have the standard manufacturer's warranty for that part enforced.

D 15. MOBILIZATION AND DEMOBILIZATION

No separate payment shall be made for mobilization or demobilization.

D 16. QUANTITY AND PAYMENT

The quarterly inspection and preventive maintenance shall be paid for at the unit price bid per lift station on the bid sheet. Said unit price shall include all transportation, tools, equipment, trucks, vehicles and labor necessary for the successful completion of the periodic inspection, maintenance and furnishing a written report as specified.

Field labor for unscheduled repairs/emergency service calls shall be paid for at the unit price bid per hour on the bid sheet, which shall be for work beyond the scope of periodic inspection and preventive maintenance as authorized by the Office of Facilities Management Project Manager or designee.

Normal working hours shall be deemed at 7:30 a.m. to 3:30 p.m. Monday thru Friday.

Overtime working hours shall be deemed to be work performed after 3:30 p.m. Monday thru Friday and all-day Saturdays, Sundays and Legal Holidays (as observed by Middlesex County).

Shop labor will be paid for at the actual time worked on the task and shall include all labor, maintenance, tools, transportation, etc. required for the successful completion of the task. Shop labor does not include loading or unloading of trucks and equipment.

No work shall be done on an overtime basis unless specifically authorized by the Office of Facilities Management Project Manager or designee.

Mark-up of wholesale prices shall be based on the correct wholesale price sheet of the various manufacturer's times the multiplier.

D 17. LOCATIONS & DESCRIPTION OF WORK

SCHEDULE "A"

The Middlesex County Office of Parks and Recreation Lift Stations Pumps and Motors are all located as follows:

Quarterly Inspection and Preventive Maintenance shall be performed on twelve (12) sewage lift stations including Written reports during the first week of the months: **July 2020, October 2020, January 2021, and April 2021** for a full and complete job, as specified:

Middlesex County Parks & Recreation Comfort Station Locations

Contact Project Manager

Mr. Tom Webster (732) 745-8279

1) **Donaldson Park - 2 Units**
2nd unit @ Riverview Avenues
Highland Park, NJ

2) **Johnson Park - 2 Units**
River Road
Piscataway, NJ

3) **Roosevelt Park - 2 Units**
Rt. #1, Menlo Park
Edison, NJ

4) **William Warren Park - 1 Unit**
Florida Grove Road
Woodbridge, NJ

5) **Thompson County Park – 1 Unit**
Jamesburg/Monroe Twp. NJ (with Bioxide Chemical Feed System)

- 6) Alvin P. Williams Park – 1 Unit
Maintenance Garage
675 Cliff Road, Sewaren, NJ
- 7) Crabiel Park- 1 Unit
Elkins Lane
North Brunswick/Milltown, NJ
- 8) Middlesex County Prosecutor's Office Training Center 2 Units
(located in Thomas Edison Park)
11 Patrol Road, Edison, NJ 08837
- 9) Rutgers Cooperative, Office of Extension Services 2 Units
(located in Davidson Mill Pond Park)
42 Riva Ave, Mill Pond Park, North Brunswick, NJ 08902

SCHEDULE "B"

The Middlesex County Office of Facilities Various Fire Academy and Otlowski Center Ejector Pumps and Motors are all located on the grounds of the Middlesex County Fire Academy, 1001 Fire Academy Drive, Sayreville, NJ 08872, and George J. Otlowski Sr. Center for Mental Health Care, 570 Lee Street, Perth Amboy, NJ 08861 detailed as follows:

Inspections & Preventive Maintenance Service shall be scheduled forty-eight (48) hours in advance by contacting Middlesex County Office of Facilities Management Building Supervisor Wanda Drozd Tel. No. 732-376-6744, and shall be performed on or about **October 1, 2020 and on or about April 1st, 2021**

<u>Location</u>	<u>Contact Building Maintenance Supervisor</u>
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Ms. Wanda Drozd (732) 376-6744

P – 1, Main Sewerage Middlesex County Fire Academy – 2 Units

P – 2, Boiler Room Middlesex County Fire Academy – 2 Units

P – 3, Flammable Liquid Training Area Middlesex County Fire Academy- 2 Units

P – 4, Taxpayer Building Middlesex County Fire Academy – 4 Units

P - 5, George Otlowski Sr. Center- 8 Units

D 18. CONTRACT PERIOD

The contract shall commence from on or about June 26, 2020 for a period of twelve (12) consecutive months. The County shall have an option to extend the contract for a second year at the original bid prices, terms and conditions, which option shall be subject to the availability of funds and approval of the Middlesex County Board of Freeholders. Any services ordered or made within thirty (30) days after the contract expires shall be under the same terms and conditions specified in the bid and contract prices submitted by the vendor, unless said vendor indicates, in writing, thirty (30) days prior to the contract expiration, that it will not be bound by said terms, conditions and contract prices.

D 19. METHOD OF AWARD

It is the intention of the County to award contract(s) to a Primary and Secondary Vendor on the following basis:

Primary Vendor: Shall be the contractor best qualified to provide a requested service at the Lowest Total Lump Sum Amount as submitted on the bid sheet.

Secondary Vendor: Shall be the contractor best qualified to provide a requested service at the 2nd Lowest Total Lump Sum Amount as submitted on the bid sheet should if the Primary Vendor is unable to fulfill a requested repair.

D 20. CONTACT INFORMATION

If you have any questions on this specification, please contact Charles Magro at 732-745-5712 or E-mail charles.magro@co.middlesex.nj.us

**COUNTY OF MIDDLESEX
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

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 shall 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:

A. GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS (Exhibit A)

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 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 shall 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 shall 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 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 shall be submitted.

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

B. CONSTRUCTION CONTRACTS (Exhibit B)

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial Project Workforce Report (Form AA 201) in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer (Form AA 202).

Shall you comply with reporting indicated above? Yes ☐ No ☐

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: _____

RESOLUTION

(To be completed by all business entities. Only individuals listed in Section 1 shall be authorized signatories on the bid sheet and any other submitted documentation.)

RESOLVED, that the following named officers:

(1)

Be and hereby are authorized and empowered to sign and submit to the County of Middlesex the attached proposal and further that said officers are authorized to execute the Contract or any other agreement or bond or statement necessary for the fulfillment of obligations incurred by the acceptance of the County of Middlesex of the bid.

I hereby certify that the above constitutes a true copy of a Resolution passed and approved by the Board of Directors at a meeting held on _____
(Date)

Affix Corporate Seal:
(if applicable)

Signature of Secretary: _____

Print name of Secretary: _____

**COUNTY OF MIDDLESEX
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 company _____,
(Title or position) (Name of Company)

the bidder/proposer making this bid/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 Middlesex 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 Company)

Signature

(Type or print name of affiant under signature)

Subscribed and sworn to

State of: _____

before me this _____ day

Commission expires: _____

of _____, _____

(Signature of Notary)

Name of Notary _____
(Print or Type)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership
- ☐ Limited Liability Partnership (LLP)
- ☐ Other (Be Specific) _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case shall be. (COMPLETE THE LIST BELOW IN THIS SECTION)
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case shall be.

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Business Address

STATEMENT OF OWNERSHIP DISCLOSURE (CONT'D)

Part III Disclosure of 10% or greater ownership in the stockholders, partners or LLC members listed in part II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Business Address

Part IV **Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the County of Middlesex is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with County of Middlesex to notify the County of Middlesex in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it shall constitute a material breach of my agreement(s) with the, permitting the County of Middlesex to declare any contract(s) resulting from this certification void and unenforceable.

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

ADA COMPLIANCE FORM

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Middlesex County (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereunto, 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 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 incurred in all costs and other expenses arising from such action or administrative proceeding or 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 shall 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 shall 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 this Agreement or otherwise at law.

Date

Signature

**County of Middlesex, New Jersey
Office of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: _____

Bidder/Offeror Name: _____

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 shall 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 shall 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 shall 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 shall be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such shall result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions shall be assessed as provided by law.

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

You shall 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 Middlesex 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 shall also constitute a material breach of my agreement(s) with Middlesex County, New Jersey and that the County at its option shall declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

Form
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

W-9

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
City, state, and ZIP code
List account number(s) here (optional)

Requester's name and address (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
____ - ____ - _____

Employer identification number
____ - _____

Part II

Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶ _____

Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.
Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

COUNTY OF MIDDLESEX

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	 Acting Director	
01/01/01		
FORM-BRC(08-01)	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	

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

**BID SHEET
FOR
PREVENTIVE MAINTENANCE AND REPAIR SERVICE TO VARIOUS LIFT STATIONS,
PUMPS AND MOTORS REQUIRED AS BY THE COUNTY OF MIDDLESEX
PAGE 1 OF 5**

The Board of Chosen Freeholders
Middlesex County, New Jersey

The undersigned hereby declare that they have carefully examined the specifications covering the **PREVENTIVE MAINTENANCE AND REPAIR SERVICE TO VARIOUS LIFT STATIONS, PUMPS AND MOTORS AS REQUIRED BY THE COUNTY OF MIDDLESEX** for which bids were advertised to be received on **MAY 5, 2020** at **11:30 AM** and having examined the requirements for bidders and specifications prepared by the Purchasing Office and on file in the Office of the Purchasing Agent of Middlesex County, County Administration Building, 75 Bayard Street, 3rd Floor, New Brunswick, New Jersey 08901, as well as the advertisement for bids, shall contract to furnish and deliver all the material mentioned in said bid in the manner prescribed therein and as amended or modified by the specifications at the Lowest Total Lump Sum Price Bid.

It is understood that the quantities listed below are estimates only, which can be increased or decreased in the manner designated in the specifications.

DESCRIPTION

SCHEDULE "A"

Quarterly Inspection and Preventive Maintenance shall be performed on twelve (12) sewage lift stations including written reports during the first week of the months: **July 2020, October 2020, January 2021, and April 2021** for a full and complete job, as specified:

<u>Location</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<u>Donaldson Park</u>	(1) Unit	\$_____ ea. x (1) x (4) = \$_____	
<u>Donaldson Park</u>	(1) Unit	\$_____ ea. x (1) x (4) = \$_____	
<u>Johnson Park</u>	(1) Unit	\$_____ ea. x (1) x (4) = \$_____	
<u>Johnson Park</u>	(1) Unit	\$_____ ea. x (1) x (4) = \$_____	
<u>Roosevelt Park</u>	(1) Unit	\$_____ ea. x (1) x (4) = \$_____	
<u>Roosevelt Park</u>	(1) Unit	\$_____ ea. x (1) x (4) = \$_____	
<u>William Warren Park</u>	(1) Unit	\$_____ ea. x (1) x (4) = \$_____	
<u>Thompson County Park</u>	(1) Unit	\$_____ ea. x (1) x (4) = \$_____	
<u>Alvin P. Williams Park</u>	(1) Unit	\$_____ ea. x (1) x (4) = \$_____	
<u>Crabiel Park</u>	(1) Unit	\$_____ ea. x (1) x (4) = \$_____	
<u>Prosecutor's Training Center</u>	(2) Units	\$_____ ea. x (2) x (4) = \$_____	
<u>Extension Services</u>	(2) Units	\$_____ ea. x (2) x (4) = \$_____	

**BID SHEET
FOR
PREVENTIVE MAINTENANCE AND REPAIR SERVICE TO VARIOUS LIFT STATIONS,
PUMPS AND MOTORS AS REQUIRED BY THE COUNTY OF MIDDLESEX
PAGE 2 OF 5**

SCHEDULE "B"

Inspections and Preventive Maintenance Service shall be performed on or about **October 1st, 2020** and on or about **April 1, 2021**, for a full and complete job, as specified:

<u>Location</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total Cost</u>
P – 1, <u>Main Sewerage, Fire Academy</u>	(2) Units	\$ _____ ea. x (2) x (2) = \$ _____	
P – 2, <u>Boiler Room, Fire Academy</u>	(2) Units	\$ _____ ea. x (2) x (2) = \$ _____	
P – 3, <u>Flammable Liquid Training Area Fire Academy</u>	(2) Units	\$ _____ ea. x (2) x (2) = \$ _____	
P – 4, <u>Taxpayer Building, Fire Academy</u>	(4) Units	\$ _____ ea. x (4) x (2) = \$ _____	
P – 5, <u>George J. Otowski Sr. Center for Mental Health Care</u>	(8) Units	\$ _____ ea. x (8) x (2) = \$ _____	

TOTAL LUMP SUM AMOUNT FOR SCHEDULE "A" AND "B": \$ _____

DISCOUNT FOR PROMPT PAYMENT _____% AUTHORIZED INITIAL(S) _____

Note: During the period of the contract for all unscheduled repair/emergency service calls please indicate below your company's Labor Rate(s), Manufactures Parts Mark Up and Shop Labor Rate:

Mechanic's Labor Rate \$ _____ per hour on an unscheduled repair/emergency service call for work performed Monday thru Friday from 7:30 a.m. to 3:30 p.m.

Mechanic's Overtime Labor Rate \$ _____ per hour on an unscheduled repair/emergency service call for work performed Monday thru Friday after 3:30 p.m.

Mechanic's Overtime Labor Rate \$ _____ per hour on an unscheduled repair/emergency service call for work performed on Saturday, Sunday & Holidays

If authorized, Assistant Mechanic's Labor Rate \$ _____ per hour on an unscheduled repair/ emergency service call for work performed Monday thru Friday from 7:30 a.m. to 3:30 p.m.

If authorized, Assistant Mechanic's Overtime Labor Rate \$ _____ per hour on an unscheduled repair/emergency service call for work performed Monday thru Friday after 3:30 p.m.

If authorized, Assistant Mechanic's Overtime Labor Rate \$ _____ per hour on an unscheduled repair/emergency service call for work performed on Saturday, Sunday & Holidays

Shop Labor Rate: \$ _____ per hour for work performed Monday thru Friday from 8:00 a.m. to 4:00 p.m.

Shop Labor Rate: \$ _____ per hour for work performed Monday thru Friday after 4:00 p.m.

(CONTINUED)

**BID SHEET
FOR
PREVENTIVE MAINTENANCE AND REPAIR SERVICE TO VARIOUS LIFT STATIONS,
PUMPS AND MOTORS AS REQUIRED BY THE COUNTY OF MIDDLESEX
PAGE 3 OF 5**

Shop Labor Rate: \$ _____ per hour for work performed on Saturday, Sunday & Holidays

Mark-up percentage on replacement parts costs: _____ %

***Per Section D 4.0:** kindly list your OSHA approved safety and air monitoring equipment that are required to meet all OSHA regulations for confined space entry.

Bid Bond of _____ or Letter of Intent to issue Performance Bond (Name of Surety) (as provided in Section 2 of Bid Specification, from _____ is accompanied herewith and made a part of this Bid.

Annual Bid Bond has been filed with the County of Middlesex on _____ and the Insurance Carrier is _____ (Section 2 of Bid Specification)

The undersigned represents that it has an affirmative action plan as required by Chapter 127 of the Laws of 1975.

Bid Sheet(s) will not be accepted unless signed by the owner or authorized corporate officer.

Respectfully submitted,

NAME OF BIDDER: **[MUST MATCH W-9 FORM AS SUBMITTED]**

(TYPED OR PRINTED)

SIGNED: _____ PHONE: _____
(AUTHORIZED SIGNATURE)

(PRINTED OR TYPED)

TITLE: _____ FAX: _____

ADDRESS: _____ EMAIL: _____

VENDOR'S FEDERAL TAX ID NUMBER: _____

BID SHEET
PREVENTIVE MAINTENANCE AND REPAIR SERVICE TO VARIOUS LIFT STATIONS,
PUMPS AND MOTORS AS REQUIRED BY THE COUNTY OF MIDDLESEX
PAGE 4 OF 5

BIDDERS EXCEPTIONS TO SPECIFICATIONS OR PROVISION OF 'EQUAL' PRODUCTS

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Please use additional pages, if necessary.

_____ No exceptions to the specifications.

Acknowledged for: _____
 (Name of Bidder)

By: _____
 (Signature of Authorized Representative)

Name: _____
 (Print or Type)

Title: _____

Date: _____

**BID SHEET
FOR
PREVENTIVE MAINTENANCE AND REPAIR SERVICE TO VARIOUS LIFT STATIONS,
PUMPS AND MOTORS AS REQUIRED BY THE COUNTY OF MIDDLESEX
PAGE 5 OF 5**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ No addenda were received

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

MIDDLESEX COUNTY
BIDDER'S/PROPOSER'S FINAL CHECK SHEET

THE FOLLOWING DOCUMENTATION SHALL BE SUBMITTED WITH YOUR BID FAILURE TO SUBMIT THIS DOCUMENTATION
 WITH YOUR BID SHALL RESULT IN THE MANDATORY REJECTION OF YOUR BID/PROPOSAL.

- COMPLETED AND EXECUTED **STATEMENT OF OWNERSHIP DISCLOSURE** REQUIRED AS PER SPECIFICATIONS
- COMPLETED, EXECUTED AND NOTORIZED WITH SEAL AFFIXED TO **NON-COLLUSION AFFIDAVIT** AS PER SPECIFICATIONS
- COMPLETED AND EXECUTED **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**.
- COMPLETED AND SIGNED **LISTING OF EXCEPTIONS** FORM
- COMPLETED AND SIGNED **ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA** FORM
- VALID CURRENT COPY OF YOUR COMPANY'S **PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE** (WHEN REQUIRED)
- COMPLETE **CONSENT OF SURETY** (WHEN REQUIRED)
- COMPLETE PROPER **SECURITY** (CERTIFIED CHECK, CASHIER'S CHECK OR BID BOND ONLY!!!) (WHEN REQUIRED)
- **BID/PROPOSAL PAGES** SIGNED BY AN AUTHORIZED PERSON
- PLEASE INDICATE ON THE BID/PROPOSAL SHEET BY CHECKING YES OR NO IF YOU VOLUNTARILY AGREE TO EXTEND PRICES
 TO PARTICIPATING MUNICIPALITIES (WHEN APPLICABLE)

MAIL OR HAND CARRY BID TO ARRIVE AT THE TIME AND PLACE AS SPECIFIED IN SPECIFICATIONS. ANY BIDS RECEIVED AFTER THE BID
 OPENING TIME SHALL BE RETURNED UNOPENED. **INDICATE BID NAME, NUMBER, OPENING DATE AND TIME ON OUTSIDE OF ENVELOPE.**

.....

THE FOLLOWING DOCUMENTATION SHALL BE SUBMITTED PRIOR TO AWARD OF CONTRACT, HOWEVER IN THE INTEREST OF TIME, IF
 POSSIBLE, PLEASE INCLUDE THIS DOCUMENTATION WITH YOUR BID/PROPOSAL SUBMITTAL.

.....

- COMPLETE **RESOLUTION** REQUIREMENTS IN SPECIFICATIONS.
- COPY OF **BUSINESS REGISTRATION CERTIFICATE** ISSUED BY THE NEW JERSEY DEPARTMENT OF THE TREASURY
- CURRENT **AFFIRMATIVE ACTION COMPLIANCE** DOCUMENTATION
- **CERTIFICATE OF INSURANCE** NAMING THE COUNTY AS AN ADDITIONAL INSURED AS INDICATED IN THE SPECIFICATIONS
- **W-9 FORM**
- **ADA COMPLIANCE FORM**
- A COPY OF YOUR **BUSINESS ENTITY STATEMENT** (FORM BE), IF APPLICABLE

 (Name of Company or Firm)

 (Signature of Authorized Representative)

 (Printed Name of Signatory)

Middlesex County Board of Chosen Freeholders

Ronald G. Rios, *Director*

Kenneth Armwood, *Deputy Director*

Clary Azcona-Barber, Charles Kenny, Leslie Koppel, Shanti Narra, Charles E. Tomaro



Contact Information

MIDDLESEX COUNTY PURCHASING OFFICE

732-745-3279

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