

BID NO. PO 09-127-1

**2009
SPECIFICATIONS
FOR
THE FURNISHING AND DELIVERING
OF
LIGHTWEIGHT CHEMICAL DETECTORS
AS
REQUIRED BY
THE MIDDLESEX COUNTY
DEPARTMENT OF PUBLIC HEALTH

COUNTY OF MIDDLESEX
STATE OF NEW JERSEY**

PURCHASING OFFICE

PREPARED: APRIL, 2009

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 **THURSDAY, MAY 14, 2009** at **11:30AM** current time **THE FURNISHING AND DELIVERING OF LIGHTWEIGHT CHEMICAL DETECTORS AS REQUIRED BY THE MIDDLESEX COUNTY DEPARTMENT OF PUBLIC HEALTH**

Specifications and forms of bid 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 bidders during business hours. Bidders may request copies of the Bid or Proposal Documents by email to the following address: purchasing@co.middlesex.nj.us, **or may also be downloaded from our web site at** <http://co.middlesex.nj.us/purchasing/publicnotice.asp>. Requests **MUST** include the Bid or Proposal number and Title in the Subject Heading and should also include additional information such as Contact Name, address, phone number, etc.

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

Bidders are required to comply with requirements of P.L. 1975, c.127(NJAC 17:27).

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

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

The Board reserves the right to reject any and all bids if deemed to the best interest of the County to do so.

By order of the Board of Chosen Freeholders of Middlesex County.

**JACK GARBER
PURCHASING AGENT**

GENERAL CONDITIONS

G 1.0 TRANSPORTATION COSTS

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including all transportation charges fully prepaid by the Contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendors convenience when a single shipment is ordered.

G 1.1 PATENTS

The vendor shall hold and save the County of Middlesex, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copy-righted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

G 1.2 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 save harmless the County from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any city or borough ordinance regulation, or the laws of the State, or the United States, while the said work is in progress.

Contractor will 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 his employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the Contractor or his employees or agents, and shall provide certificates of such insurance to the County.

G 1.3 AWARD OF BID

The Board of Chosen Freeholders reserves the right to reject any or all bids or to waive any minor defect or informality in any bid if deemed to the best interest of the County to do so. In case of tie bids, the Board of Chosen Freeholders shall have the authority to award orders or contracts to the vendor or vendors selected by the County in its sole discretion.

The Contract shall consist of the signed bid of the bidder, the General and other specifications prescribed, and the resolution and/or purchase order of the County of Middlesex accepting the bid. Should the bidder to whom the Contract is awarded default, the Board may then, at its option, accept the bid of the next lowest bidder.

GENERAL CONDITIONS (CONT'D)

G 1.4 COMPLIANCE WITH LAWS

Bidder 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 will pay prevailing wages as provided by law.

G 1.5 ASSIGNMENTS

The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or his rights, title, or interest in or to the same of any part thereof, without previous consent, in writing to the County, endorsed upon or attached to each copy of the Contract; and he 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 his right, title or interest therein, or any of the monies to become due under the Contract to any person, firm or corporation, the Contract may, 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 his 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 his 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.

G 1.6 SIGNATURE ON BIDS

Bids must be signed in ink by the vendor; all quotations shall be made with typewriter or pen and ink. Any quotation showing any erasure alteration must 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 may result in the bid being rejected.

G 1.7 BID FORM

All bids must be made on the bid form attached hereto. All bids must contain original signature. No photocopies or facsimile signature will be accepted.

G 1.8 QUANTITIES

Where unit prices are sought, quantities shown are approximate only and the Board reserves the right to increase or decrease them in accordance with State regulations relative to change orders. Such change, however, will be only upon the written order of the County.

GENERAL CONDITIONS (CONT'D)

G 1.9 GUARANTEE

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 to be guaranteed for one year after date of acceptance or if the manufacturer prescribes a guarantee of greater duration, or if a longer duration is specified in the detail specifications of this bid, the latter time period of the guarantee will control. Repairs completed pursuant to provisions of the warranty will themselves be warranted for an additional full warranty term.

G 1.10 BID

By submitting a bid, the bidder covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met, that he fully understands his obligations, and that he will 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.

G 1.11 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 in excess of the number allowed in these specifications for performance of the work, the County may deduct from the contract price any such wages paid or to be paid.

G 1.12 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 may 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.

G 1.13 AFFIRMATIVE ACTION

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment,

GENERAL CONDITIONS (CONT'D)

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27 – 5.2 or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals 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, 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.

GENERAL CONDITIONS (CONT'D)

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contract Equal Employment Opportunity Compliance as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Information regarding Equal Employment Opportunity Compliance can be obtained from the New Jersey Department of Treasury, Division of Public Contracts, Equal Employment Opportunity Compliance at www.state.nj.us/treasury/contract_compliance or by calling 609-292-5473.

G 1.14 DISCLOSURE

There is to be submitted by prospective bidders a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. If one or more such stockholders or partners is itself a corporation or partnership the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

“This requirement shall apply to all forms of corporations and partnerships, including, but not limited to: limited partnerships; limited liability corporations; limited liability partnerships; and Subchapter S corporations.”

G 1.15 MANDATORY INQUIRY REQUIREMENTS

THE BIDDER IS REQUIRED TO REVIEW ALL CONDITIONS OF THE BID SPECIFICATIONS WITH REGARD TO QUERIES. ALL ITEMS ON BID SUBMISSION MUST BE ANSWERED AND SIGNED BY THE BIDDER ON THE ATTACHED FORMS. IN THE EVENT ALL CONDITIONS ON THE BID FORMS ARE NOT ANSWERED AND/OR SIGNED BY THE BIDDER, THE BID WILL BE REJECTED.

G 1.16 LEGAL INTERPRETATION

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

G 1.17 MULTI-YEAR CONTRACTS

Multi-Year Contracts as awarded shall be subject to the availability and appropriation annually of sufficient

GENERAL CONDITIONS (CONT'D)

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.

G 1.18 RIGHT TO KNOW

All products supplied to the County of Middlesex under any contracts shall comply with the New Jersey and Community Right To Know Act (N.J.A.C.8:59) by providing a Material Safety Data Sheet for each product and, further complying with the Uniform Labeling requirement on each product container and package before delivery.

This is an important and irrevocable part of any resulting contract.

IT IS UNDERSTOOD THAT THE BID SPECIFICATIONS, THE BID WHICH IS SUBMITTED IN RESPONSE THERETO, THE RESOLUTION ADOPTED BY THE MIDDLESEX COUNTY BOARD OF CHOSEN FREEHOLDERS ACCEPTING THE BID SHALL CONSTITUTE A BINDING CONTRACT BETWEEN THE COUNTY OF MIDDLESEX AND THE SUCCESSFUL BIDDER.

G 1.19 PAYMENTS TO SUBCONTRACTORS AND MATERIALMAN

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

G 1.20 BUSINESS REGISTRATION CERTIFICATE

- A. Each bidder must submit with its bid a copy of its Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. The failure to submit the Business Registration Certificate by any bidder will cause the bid to be rejected.
- B. At the time of submission of its bid, each contractor shall include copies of the Business Registration Certificate for all subcontractors which it will use in carrying out the contract. The failure to submit the subcontractors' Business Registration Certificate with the bid package will be grounds to reject the bid.
- C. Prior to the County making final payment on any contracts, the contractor must submit to the County an updated list of its subcontractors, together with their current business addresses and proof of continued business registration of each subcontractor or supplier used in fulfilling the contract or attest that no subcontractors were used.

GENERAL CONDITIONS (CONT'D)

- D. During the term of the contract, the contractor or subcontractor and each of their affiliates shall be responsible to collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the "Sales and Use Tax, P.L 1966, c. 30 (C. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into this state.

Business Registration filing instructions are available on web site:

<http://nj.gov/treasury/revenue/busregcert.htm>.

SUPPLEMENTAL GENERAL CONDITIONS

S 1.0 FEDERAL TAX AND STATE SALES TAX

Purchases by the County of Middlesex are not subject to any State Sales or Federal Excise Taxes. Exemption Certificates shall be furnished upon request by the Purchasing Agent.

S 2.0 CONTRACT PERIOD

The Contract shall be in effect commencing from the date of award of contracts until all conditions of the specifications are met but not later than thirty (30) days. The contract shall include a three (3) Year parts and labor maintenance. 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.

S 2.1 CANCELLATION CLAUSE

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.

S 3.0 TIME FOR CONTRACT AWARD

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, either orally or 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.

S 4.0 METHOD OF AWARD

The Contract shall be awarded on the basis of the Lowest Total Lump Sum Bid as calculated on the bid sheet.

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 above mentioned method of award.

S 4.1 PROMPT PAYMENT CLAUSE

Middlesex County will 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 date of the **receipt of the invoice**. "Processed and Paid" shall mean the issuance of a check and the mailing of same on or before the 30th day.

SUPPLEMENTAL GENERAL CONDITIONS (CONT.)

The discount will be deducted from the amount of the invoice and a net check issued to the vendor. The discount listed will not have any effect or bearing on the method of award of the contract.”

S 4.2 ALTERNATE BIDS

Alternate Bids shall not be considered for any potential Award of Contract in respect to these Bid Specifications.

S 4.3 UNIT PRICES

In the event of a discrepancy between the unit price bid and the extended price the unit price will prevail and will be used to calculate the extended price.

S 5.0 PROTECTION OF ITEMS AND PROPERTY

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

S 6.0 CERTIFICATION

The successful bidder(s) shall be required to furnish Manufacturer's Certification stating that all items are of first quality throughout, free from defects, rejects or seconds.

S 7.0 BIDDER'S INSURANCE

The bidder shall procure and maintain:

- A. WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE shall be maintained in force during the life of this Contract by the bidder covering all employees engaged in performance of this Contract in accordance with the applicable statute.
- B. COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage shall be maintained in force during the life of the contract by the bidder. The policy shall be a comprehensive form general liability policy and include products/completed operations, independent contractors, contractual and broad form property damage liability coverage. The County of Middlesex shall be named as an additional insured on the above policy.
- C. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering bidder for claims arising from owned, hired or non-owned vehicles with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage shall be maintained in force during the life of this contract by the bidder. The County of Middlesex shall be named as an additional insured on the above policy.

SUPPLEMENTAL GENERAL CONDITIONS (CONT.)

- D. **SPECIAL NOTE:** The County of Middlesex shall be named as an additional insured on all policies set forth above, except Workmen's Compensation policies.

S 8.0 CERTIFICATES OF INSURANCE

Certificates of the required insurance as listed above shall be submitted to the Middlesex County Purchasing Department as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability and where applicable, necessary Workmen's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies only. Bidders who are Self-Insured must submit a Certification or Affidavit attesting to it's Self-Insurance. All Certificates of Insurance shall contain a 30 day notice of cancellation.

All Certificates of Insurance as listed above shall be submitted to the Middlesex County Purchasing Department either at the time of the bid opening, or upon notification from the Purchasing Department that a contract is to be awarded to your company/corporation.

S 9.0 AMERICAN PRODUCTS

Only products manufactured in the United States, where available, shall be furnished by the successful bidder in the fulfillment of their obligations under any resulting Contract.

S 10.0 PAYMENTS/COMMODITIES/SERVICES (WHERE APPLICABLE)

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

S 10.1 PAYMENT CONSTRUCTION CONTRACTS (WHERE APPLICABLE)

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

SUPPLEMENTAL GENERAL CONDITIONS (CONT.)

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.

S 11.0 LABOR

The contractor shall and will be required to conform to the Labor Laws of the State of New Jersey and the various acts Amendatory and Supplemental thereto, and in accordance with the New Jersey Department of Labor and Industry Prevailing Wage Rate Determination. The rate of wages for all laborers employed by the contractor shall not be less than the prevailing rate so established for work to be performed under the terms of the Contract and a copy of the Determination of the Wage and Hour Bureau or other documents specifying the prevailing wages is considered as incorporated by reference as a part of the contract documents.

“Certified Payroll records shall be submitted to the public entity within ten (10) days of payday, when applicable.”

S 12.0 EXCEPTIONS TO BID SPECIFICATIONS

In the event the bidder takes exception to any part of the bid specifications, such exceptions must be clearly identified in the bidder's response. The bidder shall furnish documentation either with the bid documents or as requested by the Middlesex County Purchasing Department to substantiate the equality of items. If the exceptions are considered material in nature, the bid rendered by the bidder shall be rejected by the County.

S 13.0 DEFAULT OF CONTRACTOR

The 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 may, 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.

S 14.0 DELIVERY

Complete inside deliveries shall be made to each requesting agency within ten(10) business days from date

SUPPLEMENTAL GENERAL CONDITIONS (CONT.)

of notification from Department Heads or their Representatives throughout the contract period, deliveries shall be made during the hours of 9:00 a.m. and 3:00 p.m. on regular business days. The required items shall be delivered in first-class condition, free from damage of any nature and be properly marked for identification.

In the event the delivery is not made as specified, the County of Middlesex reserves the right to obtain the items on the open market from any available source. In such event, the amount required to be purchased from another source shall be deducted from the successful bidder's contract and any difference in price required to be paid by the County due to contractor's failure to perform will be charged to the defaulting contractor and may be deducted from any monies due or to become due from it.

S 15.0 BIDS ON EQUIVALENT PRODUCTS

If a bidder intends to submit a bid on a product contended to be an "equivalent" product, it shall be the responsibility of the bidder to submit the "equivalent" product and supporting, manufacturer's data to the Superintendent of the Ordering Agency at least five days before the date of the bid for testing. Any bidder not submitting consider the bid informal and in the discretion of the County may 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 must insert the manufacturer's name and model number they are submitting quotations on in the appropriate place provided for on the Bid Sheet. If bidding an or equal, bidder shall include literature and specification sheets with the bid.

S 16.0 BUSINESS ENTITY ANNUAL STATEMENT PURSUANT TO CH..271, P.L.2005

Vendor herein is a "business entity" required under New Jersey Law to file a "Business Entity Annual Statement" (Form "BE") with the New Jersey Election Law Enforcement Commission (ELEC) by September 28, 2007 and annually thereafter.

The Vendor covenants and agrees to comply with said laws and simultaneously file duplicate copies of the Business Entity Annual Statement" (Form "BE") with the County. If the vendor fails to file such statement either with the New Jersey Election Law Enforcement Commission or the County, the County will have the right to withhold and suspend all payments until full compliance is made and preclude the vendor from bidding or the award of other contracts.

Copies of Form BE and the filing instructions are available on ELEC's website: www.elec.state.nj.us.

SUPPLEMENTAL GENERAL CONDITIONS (CONT.)

S 17.0 COOPERATIVE PURCHASING PROGRAM

The County of Middlesex has entered into a Cooperative Purchasing Program whereby the following municipalities are eligible to purchase various goods and services through County bid contracts, including those items included in these specifications:

Carteret, Cranbury, Dunellen, East Brunswick, Edison, Helmetta, Highland Park, Jamesburg, Metuchen, Middlesex, Middlesex County Improvement Authority, Milltown, Monroe, City of New Brunswick, New Brunswick Parking Authority, North Brunswick, Township of Old Bridge, Piscataway, Plainsboro, Perth Amboy, Sayreville, South Amboy, South Brunswick, South Plainfield, South River, Spotswood, Woodbridge, South Amboy Board of Education, Middlesex County Vocational Schools, Old Bridge Township Public Schools, Spotswood Board of Education, Perth Amboy Board of Education, Monroe Township Board of Education, Middlesex Regional Educational Services Commission, Public Schools of Edison Township, South River Board of Education, South Brunswick Public Schools, Woodbridge Township School District and any other municipalities added during the contract period within the boundaries of Middlesex County.

The extension of the bid prices to participating municipalities is VOLUNTARY on the part of any bidder. Please indicate in the designated place on the bid sheet whether you agree to extend the prices submitted for the County's purchases to the participating municipalities. Refusal to extend these prices will not be grounds for rejection of a bid.

DETAIL SPECIFICATIONS

D 1.0 INTENT

It is the intent of these specifications to specify to prospective bidders the requirements for **THE FURNISHING AND DELIVERING OF LIGHTWEIGHT CHEMICAL DETECTORS AS REQUIRED BY THE MIDDLESEX COUNTY DEPARTMENT OF PUBLIC HEALTH**

D 2.0 SCOPE OF WORK

Furnish and Deliver two (2) Lightweight Chemical Detectors as specified herein.

D 3.0 SPECIFICATIONS

Two (2) Smiths Detectors or equal LCD-FR Lightweight Chemical Detectors-First Responder capable of detecting substances below IDLH concentrations. Hand held or belt clipped with three (3) modes of operation 1) CW-detection of chemical warfare agents, 2) TIC- detection of toxic industrial chemicals 3) Survey-detection of residual persistent contamination following decontamination.

- Detects, identifies and warns First Responders of chemical agent threats at levels below attack concentration.
- Secondary display to show relative concentration levels in a bar format and includes accumulated dosage indicators
- Carry pouch to allow for hands free operation
- Survey nozzle to fit converting LCD-Fr or equal to hand held survey instrument.
- Data logging records up to seventy two (72) hours of mission data.

Technology: ION Mobility Spectrometry (IMS)

Agent Detected: Nerve, Blood, Blister, Choking and wide range of Tic's.

Dimensions: 4.25" x 4.38" x 1.56"

Display: Dual LED displays with night vision goggle (NVG) capability.

Power: 110/240V AC, 4AA batteries 8-32V DC

Systems to include three (3) years parts, labor to repair, a free loaner system delivered overnight and a twenty four (24) hours, seven (7) days a week, three hundred sixty five (365) days a year reach back assistance.

AFFIRMATIVE ACTION PROGRAMS
IN COMPLIANCE WITH N.J.S.A. 10:5-34

Successful bidders MUST submit proof of compliance with N.J.S.A. 10:5-34 prior to award. Proof is a photocopy of: 1. A letter of federal approval; or 2. A N.J. affirmative action certificate of employee information report.

If, however, you are the lowest responsible bidder and have not yet complied with the affirmative action regulations, we will send you the affirmative action documents (AA-302) for completion prior to award. You must return the completed document to us within seven (7) days after you receive a notice of intent to award.

I certify that I understand the above and have submitted proof of compliance with the N.J.S.A. 10:5-34 with this bid or will do so prior to accepting any award.

FIRM NAME:_____

ADDRESS:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

BID NO.:_____

RESOLUTION

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

_____.
(2) Date

Affix Seal: (3)

(4) _____
Secretary

BID NO. PO 09-127-1

BID SHEET
THE FURNISHING AND DELIVERING OF LIGHTWEIGHT CHEMICAL DETECTORS AS REQUIRED
BY THE MIDDLESEX COUNTY DEPARTMENT OF PUBLIC HEALTH

The Board of Chosen Freeholders
Middlesex County, New Jersey

Gentlemen:

The undersigned hereby declare that they have carefully examined the specifications covering the **FOR THE FURNISHING AND DELIVERING OF LIGHTWEIGHT CHEMICAL DETECTORS AS REQUIRED BY THE MIDDLESEX COUNTY DEPARTMENT OF PUBLIC HEALTH** for which bids were advertised to be received on **THURSDAY, MAY 14, 2009** at **11:30AM** 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, will 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 on a Total Lump Sum Amount.

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

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
2 EA.	SMITH DETECTION OR EQUAL LCD-FR LIGHTWEIGHT CHEMICAL DETECTORS		

NOTE: AS SET FORTH IN SECTION S 17.0, DO YOU VOLUNTARILY AGREE TO EXTEND PRICES TO PARTICIPATING MUNICIPALITIES?

KINDLY CHECK ACCORDINGLY YES_____ NO_____
AUTHORIZED INITIAL(S)_____

DISCOUNT FOR PROMPT PAYMENT_____%
AUTHORIZED INITIAL(S)_____

(AS PER S 4.1 PROMPT PAYMENT CLAUSE)

BID SHEET (CONT'D)

The following constitute the names and addresses of all stockholders in the corporation if the corporation is a bidder, or partners if the bidder is partnership who own 10% or more of all individual partners in the partnership who own 10% or greater interest therein.

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership are to be set forth.

	<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____

If no stockholder or partner owns 10% or more of the corporate stock or ownership of the bidder, the forgoing blanks need not be completed, and the signing of this bid is certification to that fact. In the event there are stockholders or partners who own 10% or more, it is certified that the information furnished is correct.

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: _____
(Typed or Printed)

SIGNED: _____
(Authorized Signature)

(Please print the name & Title of Person
Signing)
ADDRESS: _____

TELEPHONE NO: _____
(Area Code)

E-MAIL: _____

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

WE REQUEST THAT THE FOLLOWING CHECK POINTS BE OBSERVED AND REVIEWED FOR COMPLETION, PRIOR TO SUBMITTAL OF BID/PROPOSAL. FAILURE TO PROPERLY COMPLETE THESE DOCUMENTS, ETC. AND FORWARD SAME WITH BID/PROPOSAL WILL BE GROUNDS FOR REJECTION OF YOUR BID/PROPOSAL.

-
- VALID CURRENT COPY OF YOUR COMPANY'S PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE (WHEN REQUIRED)
 - COPY OF BUSINESS REGISTRATION CERTIFICATE ISSUED BY THE NEW JERSEY DEPARTMENT OF THE TREASURY
 - COMPLETE CONSENT OF SURETY, WHERE REQUIRED.
 - COMPLETE DISCLOSURE REQUIREMENT AS PER SPECIFICATIONS
 - COMPLETE PROPER SECURITY (CERTIFIED CHECK, CASHIER'S CHECK OR BID BOND ONLY!!!) (WHEN REQUIRED)
 - BID/PROPOSAL FORM SIGNED BY AN AUTHORIZED PERSON.
 - MAIL OR HAND CARRY BID/PROPOSAL TO ARRIVE ON TIME AS SPECIFIED IN SPECIFICATIONS. ANY BIDS RECEIVED AFTER THE BID OPENING TIME MUST BE RETURNED UNOPENED.
 - **PLEASE INDICATE BID/PROPOSAL NAME, NUMBER, OPENING DATE AND TIME ON OUTSIDE OF ENVELOPE !!!**
 - PLEASE INDICATE ON THE BID/PROPOSAL SHEET BY CHECKING YES OR NO IF YOU VOLUNTARILY AGREE TO EXTEND PRICES TO PARTICIPATING MUNICIPALITIES (WHEN REQUIRED)

.....

WE REQUEST THAT THE FOLLOWING CHECK POINTS BE OBSERVED AND
SUBMITTED PRIOR TO AWARD OF CONTRACT

.....

- COMPLETE CORPORATE RESOLUTION REQUIREMENTS IN SPECIFICATIONS.
- COMPLETE DATE PERTINENT TO AFFIRMATIVE ACTION PROGRAM.
- CERTIFICATE OF INSURANCE.

****PLEASE SUBMIT A COPY OF YOUR BUSINESS ENTITY STATEMENT (FORM BE), IF APPLICABLE, IF YOU HAVE NOT YET DONE SO.**