

# County of Somerset New Jersey

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

PURCHASING DIVISION  
MARY LOUISE STANTON  
*Purchasing Agent, QPA*



PHONE: (908) 231-7045  
Fax: (908) 575-3917

## **NOTICE TO BIDDERS #2 SOCCP**

The County of Somerset is conducting a voluntary Co-operative Pricing System #2 SOCCP. Sealed bids which will be received by the Purchasing Agent acting as Lead Agent on behalf of each participating contracting unit, on **April 13, 2010** at **3:00 P.M.** prevailing time in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

### **GUIDE RAIL AND GUIDE RAIL PARTS, CONTRACT #CC-39-10**

Proposals must be made on the standard proposal form, in addition to a CD of the Table, be enclosed in a sealed package.

Specifications and instruction to bidders may be obtained at the Purchasing Office or the County website at

[www.co.somerset.nj.us](http://www.co.somerset.nj.us) \*

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

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

Mary Louise Stanton, QPA

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

## CO-OPERATIVE PRICING CONDITIONS

### **METHOD OF AWARDING CONTRACTS**

Contract(s) of purchase shall be awarded to the lowest responsible bidder(s) as declared by the County of Somerset. The contract awarded between the County of Somerset and the successful vendor(s): (1) shall establish the contractual obligation regarding the specific items, specifications and quantities to be provided to the Lead Agency; and (2) shall also set forth the estimated quantities, together with relevant delivery information, with respect to the Other Agencies, as specified in these specifications. All Other Agencies ordering any materials, supplies or work pursuant to this master contract shall do so by issuance of the appropriate contract between the Other Agency and the vendors, subject to the requirements of the master contract, which may be referred to by reference. No such subsidiary contract issued by another agency shall provide for any deviation from the specifications, price or quality set forth in the master contract pursuant to these specifications.

No vendor shall be required or permitted to extend bid prices to participating contracting units unless so specified in the bids. In the event that the lowest responsible bidder, responding to these specifications, indicates by the appropriate checkmark unwillingness to extend the bid prices to the Other Agencies category, then the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible bidder, and new bids will be sought and a second master contract subsequently awarded with respect to the needs of the Other Agencies (OR... the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible bidder, and a second \*(Master) contract for the Other Agencies will be awarded to the next lowest bidder whose bid agrees to so extend his prices); (OR... only the contract for the Lead Agency's needs will be awarded, and all other bids shall be rejected, and no further bids will be sought by the Lead Agency on behalf of the Other Agencies.

The purpose of the master contract with respect to the Lead Agency shall be to establish the specifications and price. The subsidiary contracts, placing the orders with the vendor shall establish the quantities required by each Other Agency within the limits set forth in the master contract. The successful vendor shall invoice each of the Other Agencies, and Other Agencies shall pay the vendor directly. No additional contract will be required with respect to the needs of the Lead Agency as specified in the awarded master contract.

### **OTHER AGENCY REQUIREMENTS**

**The undersigned is further: (CHECK ONLY ONE BOX)**

☐ **WILLING** to provide the item(s) herein bid upon to Other Agencies in System 2-SOCCP, Somerset County Cooperative Pricing System, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the other participating agencies by separate contract, subject to the overall terms of the master Contract to be awarded by the County of Somerset that no additional service or delivery charges will be levied except as permitted by these specifications.

☐ **NOT WILLING** to extend prices to Other Agencies as described. It is understood that this will not adversely effect consideration of this bid with respect to the needs of the County (Lead Agency).

\*In keeping with Somerset County's commitment to providing cooperative pricing contracts for its membership, refusal to extend pricing to the co-op may result in a dual award to include an alternate vendor willing to extend pricing for the duration of the contract.

| Contact:                           | Twp/Boro                      | Street Address:                  | City, State, Zip             | Phone / Fax No                  |
|------------------------------------|-------------------------------|----------------------------------|------------------------------|---------------------------------|
| Karen Bishop, Bd Clerk             | Bedminster, Bd of Ed          | 234 Somerville Rd                | Bedminster, NJ 07921         | 908-234-1487 x206 Fax: 234-2318 |
| * John Manz, PW Supervisor         | Bedminster, Twp of            | 130 Hillside Ave, Municipal Bldg | Bedminster, NJ 07921         | 234-0333 Fax: 234-9732          |
| Susan Stanbury, Administrator      | Bedminster, Twp of            | 130 Hillside Ave, Municipal Bldg | Bedminster, NJ 07921         | 234-0333 Fax: 234-1640          |
| Nick Markarian, SBA                | Bernards Twp Public Sch       | 101 Peachtreet Rd                | Basking Ridge, NJ 07920      | 204-2600 x106 Fax: 766-7641     |
| *Francis Decibus, Purchasing Agent | Bernards, Twp of              | 1 Collyer La                     | Basking Ridge, NJ 07920      | 204-3065 Fax: 766-5762          |
| *Francis Decibus, Bernards Twp, PA | Bernards, Twp Sewer Authority | 1 Collyer La                     | Basking Ridge, NJ 07920      | 766-1941 Fax: 766-1941          |
| *Jenny Lin, Purchasing             | Bernardsville, Boro of        | PO Box 158-Municipal Bldg        | Bernardsville, NJ 07924-0158 | 766-3000 x118 Fax: 766-2401     |
| Barbara Emery, CFO                 | Blairstown, Twp of            | PO Box 370                       | Blairstown, NJ 07825         | 362-6663x227 Fax: 362-9635      |
| John Kennedy, Admin                | Bound Brook, Borough of       | 230 Hamilton St, Mun Bldg        | Bound Brook, NJ 08805-2017   | 732-356-0833 Fax: 356-8990      |
| John Bolil, Interim BA/BS          | Branchburg Twp Bd of Ed       | 240 Baird Rd                     | Branchburg, NJ 08876         | 908-722-3335 Fax: 526-6144      |
| John Gregory                       | Branchburg, Twp of            | 1077 Hwy 202 N.                  | Branchburg, NJ 08876         | 526-1300 x171 Fax: 927-0707     |
| Bill Conniff, QPA, Purchasing      | Bridgewater, Twp of           | PO Box 6300, 700 Garretson Rd    | Bridgewater, NJ 08807-0300   | 725-6300 x 272 Fax: 725-3365    |
| Kathy Gacos, Purchasing Coord      | Bridgewater-Raritan Reg Sch   | 836 Newmans La                   | Bridgewater, NJ 08807        | 908-685-2777x220 Fax: 231-8496  |
| Anna Marie Wright, QPA             | Camden County                 | 520 Market St, 17th Fl Cthouse   | Camden, NJ 08102-1375        | 856-225-5439 Fax: 856-225-5444  |
| Joe Barilla, Asst Dir P.W.         | Chatham Twp                   | 405 Southern Blvd                | Chatham, NJ 07928            | 973-377-5114 Fax: 973-377-5082  |
| Ann Mandel, Purchasing Agent       | Chatham, Boro of              | 54 Fairmont Ave                  | Chatham, NJ 07928            | 973-635-0674 x105 Fax: 635-2417 |
| Rocco Passomatio, Supv Bldgs & Gr  | Chathams, School District of  | 54 Fairmount Ave                 | Chatham, NJ 07928            | 973-635-9390 Fax: 973-635-4413  |
| Vidya Nayak, CFO                   | Chester, Boro of              | 300 Main St                      | Chester, NJ 07930            | 879-5361x3009 Fax: 879-5812     |
| Carol Isemann, Deputy Clerk        | Chester, Twp of               | 1 Parker Rd                      | Chester, NJ 07930            | 879-5100 x812 Fax: 879-8281     |
| Marlena Schmid, Admin.             | Cranford, Twp of              | 8 Springfield Ave                | Cranford, NJ 07016           | 709-7200 Fax: 276-7664          |
| David Mulford, QPA                 | Cumberland County             | 790 E Commerce St, Rm 111        | Bridgeton, NJ 08302          | 856-453-2132 Fax: 856-451-0967  |
| Darlene Price, Purchasing Agent    | Denville, Twp of              | 1 St Mary's Place                | Denville, NJ 07834           | 973-625-8300 x296 Fax: 627-7260 |
| Scott Olsen, MFO                   | Dunellen, Boro of             | 355 North Ave                    | Dunellen, NJ 08812           | 732-968-3033 Fax: 732-968-8605  |
| Teresa Stahl, Municipal Clerk      | East Amwell Twp               | 1070 Rt 202/31                   | Ringoes, NJ 08551-1051       | 782-8536 x19 Fax: 782-1967      |
| Frank Cannella, Jr, Dir DPW        | Eatontown, Boro of            | 47 Broad St                      | Eatontown, NJ 07724          | 732-389-7651 Fax: 732-389-7660  |
| Carlos Alma, Oper Mgr              | Elizabeth Parking Authority   | 233 Commerce Pl                  | Elizabeth, NJ 07201          | 558-2496 Fax: 353-5262          |
| Christine Veneruso, Purchasing     | Elizabeth, City of            | 50 Winfield Scott Plaza          | Elizabeth, NJ 07201          | 908-820-4276 Fax 820-0112       |
| Francine Paserchia, Boro Clerk     | Essex Fells, Boro of          | 255 Roseland Ave                 | Essex Fells, NJ 07021        | 973-226-3400x2245 Fax: 228-4439 |

|                                    |                                 |                                   |                           |                                    |
|------------------------------------|---------------------------------|-----------------------------------|---------------------------|------------------------------------|
| Leonard Sorge, Purchasing          | Essex, County of                | 465 Dr Martin Luther King Jr Blvd | Newark, NJ 07102          | 973-621-5103 Fax: 621-5109         |
| Joseph Tobens, CEFM                | Evesham Twp Bd of Ed            | 129 E Main St                     | Marlton, NJ 08053         | 856-797-6840 Fax: 797-6844         |
| Charlie Hoffman, Parks & Rec Dir   | Fair Haven, Borough of          | 748 River Rd                      | Fair Haven, NJ 07704      | 732-747-0241 x216 Fax: 747-6962    |
| Eleanor McGovern, Admin/Clerk      | Fanwood, Boro of                | 75 Martine Ave., No.              | Fanwood, NJ 07023         | 322-8236 Fax: 322-7178             |
| Ann Henning, Purchasing Agent      | Flemington, Boro of             | 38 Park Ave                       | Flemington, NJ 08822      | 782-8840 Fax: 782-0142             |
| Stephanie Hope, BA/BS              | Flemington-Raritan Reg Sch Dist | 50 Court St                       | Flemington, NJ 08822      | 908-284-7570 Fax: 284-7514         |
| Carl Ganger, Jr., Purch Agent      | Florham Park, Boro of           | 111 Ridgedale Ave                 | Florham Park, NJ 07932    | 973-410-5311 Fax: 973-377-5749     |
| Rita Vadimski, Admin Manager       | Franklin Twp, Sewer Authority   | 70 Commerce Dr                    | Somerset, NJ 08873-3470   | 732-873-2121 Fax: 873-2038         |
| * Joyce Miller, Purchasing Agent   | Franklin, Twp of                | 475 DeMott La                     | Somerset, NJ 08873-2737   | 732-873-2500 Fax: 873-1059         |
| January Adams, Dir                 | Franklin, Twp Public Library    | 485 Demott La                     | Somerset, NJ 08873        | 732-873-8700 Fax: 873-8700         |
| John Calavano, Bd Sec              | Franklin, Twp Public Sch        | 1755 Amwell Rd                    | Somerset, NJ 08873        | 732-873-2400 Fax: 873-8416         |
| Christina Ariemma, Admin/Clerk     | Garwood, Boro of                | 403 South Ave                     | Garwood, NJ 07027         | 789-0710 Fax: 789-7978             |
| Peter Mercante, PA                 | Gloucester, County of           | PO Box 337                        | Woodbury, NJ 08096        | 856-853-3415 Fax: 856-853-8504     |
| Joyce Picariello, Bus Admin        | Green Brook Twp Bd of Ed        | 132 Jefferson Ave                 | Green Brook, NJ 08812     | 732-968-1171 Fax: 732-968-7582     |
| *Paula Ferreira, QPA, Finance      | Green Brook, Twp of             | 111 Greenbrook Rd                 | Green Brook, NJ 08812     | 732-968-1023 x6601 Fax: 968-4088   |
| Donald Ragazzo, Purchasing Agent   | Hamilton, Twp of                | 2090 Greenwood Ave                | Hamilton, NJ 08650        | 609-890-3648 Fax: 609-890-3632     |
| Tracy Toribio, DPW, Superintendent | Harding Twp                     | PO Box 666                        | New Vernon, NJ 07976      | 973-267-8000 x18 Fax: 973-267-6221 |
| Thomas Campbell, CPWM              | Hardwick Twp                    | 40 SpringValley Rd                | Hardwick, NJ 07825        | 362-8471 Fax: 362-8840             |
| Bonnie Dakis                       | Harmony Twp                     | 3003 Belvidere Rd                 | Phillipsburg, NJ 08865    | 908-213-1600x11 Fax: -             |
| Bonnie Fleming, Tax Collector/CFO  | High Bridge, Boro of            | 71 Main St                        | High Bridge, NJ 08829     | 638-6455 x23 Fax: 638-4703         |
| Susan Chrebet, Purchasing          | Hillsborough Twp Bd of Ed       | 379 So Branch Rd                  | Hillsborough, NJ 08844    | 369-0030x5054 Fax: 369-8286        |
| Gary Nucera, Exec. Dir.            | Hillsborough, Twp MUA           | PO Box 5909                       | Hillsborough, NJ 08844    | 371-9660 Fax: 371-9670             |
| * Buck Sixt, Dir PW                | Hillsborough, Twp of            | 379 So Branch Rd                  | Hillsborough, NJ 08844    | 369-3950 Fax: 369-5756             |
| Dan Wills                          | Hopatcong, Boro of              | 111 River Styx Rd                 | Hopatcong, NJ 07843       | 973-398-3611 Fax: 973-770-7173     |
| Nancy Canto, Purchasing Agent      | Hopewell Twp of, Mercer County  | 201 Washington Crossing           | Titusville, NJ 08560-1410 | 609-537-0244 Fax: 609-737-2770     |
| Michele Hovan, Admin/Clerk         | Hopewell, Boro of               | 4 Columbia Ave                    | Hopewell, NJ 08525        | 609-466-2636 Fax: 466-8511         |
| Ray Krov, SBA/BS                   | Hunterdon Central Reg High Sch  | 84 Route 31                       | Flemington, NJ 08822      | 908-284-7110 Fax: 908-284-7242     |
| John Davenport III, QPA, PA        | Hunterdon, County of            | 71 Main St, Bldg 1, PO Box 2900   | Flemington, NJ 08822-2900 | 788-1162 Fax: 782-1679             |
| Gerry Kerr, DPW Super              | Kearny, Town of                 | 402 Kearny Ave                    | Kearny, NJ 07032          | 201-998-3700 x 7004                |

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| Jennifer Highers, DPW Secretary    | Kinnelon, Boro of            | 130 Kinnelon Rd              | Kinnelon, NJ 07405         | 973-838-5401x233 Fax: 838-1862  |
| Ramon Cowell, DPW Supervisor       | Knowlton, Twp of             | 628 Rt 94                    | Columbia, NJ 07832         | 496-4816x11 Fax: 496-8144       |
| Diane Russo, Admin Assist          | Lakeland Regional High Sch   | 205 Coklinton Rd             | Wanaque, NJ 07465          | 973-835-1900x167 Fax: 835-2834  |
| Karen Sandorse, Municipal Clerk    | Lebanon, Twp of              | 530 West Hill Rd             | Glen Gardner, NJ 08826     | 908-638-8523 Fax: 638-5957      |
| Steve Romanowitch, PW              | Liberty, Twp of              | 349 Mountain Lake Rd         | Great Meadows, NJ 07838    | 637-4579x10 Fax: 637-6916       |
| Mary Richers, Purchasing           | Linden Roselle Sewerage Auth | 5005 So Wood Ave             | Linden, NJ 07036           | 862-7100 Fax: 474-8685          |
| Anne Marie Whelan, Purchasing      | Linden, City of              | 301 N Wood Ave               | Linden, NJ 07036           | 908-474-5208                    |
| Karen Sullivan, Purchasing Manager | Livingston, Twp of           | 357 So Livingston Ave        | Livingston, NJ 07039       | 973-992-5000x610 Fax: 992-7531  |
| Michael Hrbek                      | Long Branch, City of         | Municipal Bldg, 344 Broadway | Long Branch, NJ 07740      | 732-222-7000                    |
| Tom Sweeney, Super of Roads        | Long Hill Twp                | 915 Valley Rd                | Gillette, NJ 07933         | 647-8000 x24 Fax: 647-4150      |
| Margaret Dilts, Municipal Clerk    | Lopatcong Twp                | 232 S. Third St              | Phillipsburg, NJ 08865     | 908-859-3355 Fax: 213-1037      |
| Elizabeth Crescibene, RPPO         | Madison, Boro of             | 50 Kings Rd                  | Madison, NJ 07940          | 973-593-3036 Fax: 593-0125      |
| John Keynton, Senior Parks         | Manasquan, Boro of           | 201 E Main St                | Manasquan, NJ 08736        | 732-223-0369 x3 Fax: 223-7724   |
| * Gary Garwacke, PW Dir/Admin      | Manville, Boro of            | 325 No Main St               | Manville, NJ 08835         | 725-9478 Fax: 231-8620          |
| Tom Richards, Business Admin       | Maywood, Boro of             | 15 Park Ave                  | Maywood, NJ 07607          | 201-845-2900x203 Fax: 909-0673  |
| Maureen Massey, Boro Clerk         | Mendham, Boro of             | 2 W Main St                  | Mendham, NJ 07945          | 973-543-7152x15 Fax: 543-7202   |
| Dave Read, Sr, Supt of PW          | Mendham, Twp of              | PO Box 520                   | Brookside, NJ 07926        | 973-543-4555 Fax: 973-543-6630  |
| Marcella Longo, Purchasing Agent   | Mercer County                | 640 So. Broad St, PO Bx 8068 | Trenton, NJ 08650-0068     | 609-989-6710 Fax: 609-989-6733  |
| Tonya Hubosky, Purchasing          | Middlesex, Boro of           | 1200 Mountain Ave            | Middlesex, NJ 08846        | 732-356-7400 x236 Fax: 356-7954 |
| Joanne Monarque, Twp Clerk         | Millburn, Twp of             | 375 Millburn Ave             | Millburn, NJ 07041         | 973-564-7073 Fax: 564-7468      |
| Raymond Heck, Mayor                | Millstone, Boro of           | 23 Amwell Rd                 | Millstone, NJ 08844        | 359-5783 Fax: 359-7300          |
| Abby Goldman, Purchasing           | Monroe, Twp of               | 1 Municipal Plaza            | Monroe Twp, NJ 08832       | 732-656-4573 Fax: 521-3190      |
| Ann Marie Campbell, Purch Assist   | Montgomery Twp Bd of Ed      | 1014 Rt 601                  | Skillman, NJ 08558         | 609-466-7601 Fax: 466-0944      |
| Ron Prykanowski, Purchasing Agent  | Montgomery, Twp of           | Municipal Bldg, 2261 Rt 206  | Belle Mead, NJ 08502       | 359-8211 Fax: 359-0970          |
| James Abline, QPA, Purchasing      | Morris County                | PO Bx 900, 10 Court St       | Morristown, NJ 07963-0900  | 973-285-6333 Fax: 829-0304      |
| Joane Kearns, Purchasing Manager   | Morris, County College of    | 214 Center Grove Rd          | Randolph, NJ 07869-2086    | 973-328-5044 Fax: 973-328-5047  |
| Karen, Carman, Purchasing Agent    | Morris, Twp of               | 50 Woodland Ave, PO Bx 7603  | Convent Sta, NJ 07961-7603 | 973-326-7215 Fax: 973-605-8363  |
| Erik Hammerdahl, Dir Property Srv  | Morris-Union Jointure Comm   | 217 Mountain View Rd         | Warren, NJ 07059           | 762-5600x5013 Fax: 542-1075     |
| Debi Lockwood, Comm Devel Dir      | Newton, Town of              | 39 Trinity St                | Newton, NJ 07860           | 973-383-3521x226 Fax: 383-8961  |

|                                    |                               |                                |                              |                                 |
|------------------------------------|-------------------------------|--------------------------------|------------------------------|---------------------------------|
| Edward Ostroff, Sec/Bus Admin      | No Plainfield, Bd of Ed       | 33 Mountain Ave                | No Plainfield, NJ 07060-5315 | 769-6050x6105 Fax: 755-5490     |
| David Holland, Admin               | No Plainfield, Boro of        | 263 Somerset St                | No Plainfield, NJ 07060      | 769-2900 Fax: 769-6499          |
| Justine Progebin, Assist Bus Admin | North Brunswick, Twp of       | 710 Hermann Rd                 | No Brunswick, NJ 08902       | 732-247-0922 x268               |
| Andrew Brannen, Twp Manager        | Ocean, Twp of                 | 399 Monmouth Rd                | Oakhurst, NJ 07755           | 732-531-5000x310 Fax: 531-5286  |
| Mike Hardie, Purchasing Dir        | Parsippany-Troy Hills, Twp of | 1001 Parsippany Blvd           | Parsippany, NJ 07054         | 973-263-4377 Fax: -             |
| Doris Dudek, Dir of Purchasing     | Passaic, City of              | 330 Passaic St                 | Passaic, NJ 07055            | 973-365-5599 Fax: 472-0436      |
| Dir Purchasing                     | Passaic, County of            | 495 River St                   | Paterson, NJ 07524           | 973-247-3301 Fax: 973-279-6234  |
| Margaret Gould                     | Peapack/Gladstone, Boro of    | Mun Bldg-School St, PO Box 218 | Peapack, NJ 07977-0218       | 234-2250 Fax: 781-5687          |
| Guy Gaspari, Asst Dir of PW        | Piscataway, Twp of            | 505 Sidney Rd                  | Piscataway, NJ 08854         | 732-562-2395 Fax: 743-2501      |
| David Spaulding, Purchasing Agent  | Plainfield, City of           | 515 Watchung Ave               | Plainfield, NJ 07060         | 908-226-2568 Fax: 753-3500      |
| Gary Ottmann, Business Admin       | Plainfield, City of, Bd of Ed | 1200 Myrtle Ave                | Plainfield, NJ 07063         | 908-731-4344 Fax: 731-4345      |
| Maryanne Emmel, Purchasing Super   | Randolph Twp Schools          | 25 School House Rd             | Randolph, NJ 07869           | 973-361-0808 x219 Fax: 361-2405 |
| Gail Catania, Purchasing Coord     | Randolph, Twp of              | 502 Millbrook Ave              | Randolph, NJ 07869           | 973-989-7057 Fax: 989-7076      |
| Lester Miller, Dir Purchasing      | Raritan Vall Comm College     | PO Bx 3300                     | Somerville, NJ 08876         | 218-8866 Fax: 526-5235          |
| * Daniel Jaxel, Admin              | Raritan, Boro of              | 22 First St                    | Raritan, NJ 08869            | 231-1300 Fax: 231-0810          |
| Mr. Struening, Dir PW              | Raritan, Twp of               | One Municipal Dr               | Flemington, NJ 08822-3446    | 806-6101 Fax: 806-7061          |
| Vita Mekovetz, RMC/MMC/RPPO        | Readinton Twp                 | 509 Route 523                  | Whitehouse Sta, NJ 08889     | 908-534-4051 Fax: 908-534-5909  |
| Donna Griffiths, Clerk             | Rocky Hill, Boro of           | PO Box 188                     | Rocky Hill, NJ 08553         | 609-924-7445 Fax: 924-2274      |
| Kelvin White, Facility Manager     | Roselle Bd of Ed              | 710 Locust St                  | Roselle, NJ 07203            | 908-298-2040 x2007              |
| Kenneth Blum, Acting CFO           | Roselle Park, Boro of         | 110 E Westfield Ave            | Roselle Park, NJ 07204-2083  | 908-245-0819 Fax: 245-5598      |
| Michele Boff, Purchasing           | Roselle Park, Boro of         | 110 E Westfield Ave            | Roselle Park, NJ 07204       | 908-245-6224 Fax: 245-5598      |
| Kevin Thompson, DPW Super          | Sea Girt, Boro                | 612 Philadelphia Blvd          | Sea Girt, NJ 08750           | 732-449-6463                    |
| Linda Carpenter, Purchasing Agent  | Secaucus, Town of             | Municipal Government Ctr       | Secaucus, NJ 07094           | 201-330-2017                    |
| Donald Kazar, Clerk                | So Bound Brook, Boro of       | 12 Main St-Municipal Bldg      | So Bound Brook, NJ 08880     | 732-356-0258 Fax: 563-4431      |
| Bob Panfili, Chief Admin Srvs      | Social Services, Board of     | PO Bx 936, 73 E High St        | Somerville, NJ 08876         | 203-5121 Fax: 526-8096          |
| Jeff Siipola, Business Admin.      | Somerset Cty Ed Srv Commiss   | PO Bx 68, 12 E. Somerset St    | Raritan, NJ 08869            | 908-526-1227 Fax: 707-0871      |
| Purchasing Agent                   | Somerset Cty Park Commission  | PO Box 5327                    | No Branch, NJ 08876          | 722-1200 x 245 Fax: 722-6592    |
| Diane Strober                      | Somerset Cty Voca Bd of Ed    | Voca Sch, N Bridge & Vogt Dr   | Bridgewater, NJ 08807        | 908-526-8900x7285 Fax: 526-9569 |
| Nancy Hunter, SBA/Bd Secretary     | Somerset Hills Bd of Ed       | 25 Olcott Ave                  | Bernardsville, NJ 07924      | 908-630-3012 Fax: 953-0699      |

|                                   |                               |                                  |                             |                                  |
|-----------------------------------|-------------------------------|----------------------------------|-----------------------------|----------------------------------|
| Glen Petrauski, Exec Dir          | Somerset Raritan Valley Sewer | Polhemus La., PO Bx 6400         | Bridgewater, NJ 08807-0400  | 732-469-0593x207 Fax: 469-4179   |
|                                   | Somerville, Bd of Ed          | 51 W Cliff St                    | Somerville, NJ 08876        | 218-4127 Fax: 526-9668           |
| * Pete Hendershot, PW Mgr         | Somerville, Boro of           | 25 West End Ave, PO Bx 399       | Somerville, NJ 08876-1800   | 725-2300 Fax: 725-2859           |
| Joan Bonk, Assist Bus Admin       | South Brunswick Bd of Ed      | PO Box 181                       | Monmouth Junct, NJ 08852    | 732-297-7800x5121 Fax: 422-8054  |
| Robert Mitchell, Purchasing Agent | South Brunswick, Twp of       | 540 Ridge Rd                     | Monmouth Junction, NJ 08852 | 732-329-4000x7304 Fax: 274-8864  |
| Anthony Imbimbo                   | Sparta, Twp of                | 65 Main St                       | Sparta, NJ 07871            | 973-729-8485 Fax: 729-0063       |
| Nicola Reid, Purchasing Agent     | Stafford Twp                  | 260 E Bay Ave                    | Manahawkin, NJ 08050        | 609-597-1000 x8521               |
| Ron Angelo, Treas                 | Summit, City of               | City Hall, 512 Springfield Ave   | Summit, NJ 07901            | 273-6400 Fax: 273-2977           |
| Paul Busch, Municipal Manager     | Teterboro, Boro of            | 510 Rt 46 West                   | Teterboro, NJ 07608         | 201-288-1200 Fax: 288-3203       |
| Judith Parillo, RPPS              | Tewksbury, Twp of             | 169 Old Turnpike Rd              | Califon, NJ 07830           | 439-0022x726 Fax: 439-0035       |
| Pamela Applegate Roche, RPPO, QPA | Toms River, Twp of            | 33 Washington St                 | Toms River, NJ 08753        | 732-341-1000x8219 Fax: 736-0314  |
| Maryann Saunders, Purchasing      | Union, County of              | Admin Bldg, Elizabethtown Plaza  | Elizabeth, NJ 07207         | 527-4134 Fax: 558-2548           |
| Eileen Birch, Twp Clerk           | Union, Twp of                 | 1976 Morris Ave                  | Union, NJ 07083             | 851-5456 Fax: 851-4679           |
| Dave Pullis, Dir PW               | Vernon Twp                    | 21 Church St, PO Bx 340          | Vernon, NJ 07462            | 973-764-4055x2284 Fax: 764-5535  |
| Noreen Jones, Asst Twp Engineer   | Verona, Twp of                | 10 Commerce Ct                   | Verona, NJ 07044            | 973-857-4804                     |
| Chris Pessolano, Dir Purchasing   | Warren County                 | Rt 519 So, 165 County Rd         | Belvidere, NJ 07823-1949    | 908-475-6573 Fax: 475-6555       |
| Christopher Guida, Exec Dir       | Warren County MUA             | 199 Foul Rift Rd, PO Bx 159      | Belvidere, NJ 07823         | 475-5412 Fax: 475-5873           |
| Jeff Long, CFO                    | Warren County Pollution Contr | 500 Mt Pisgah Ave, PO Bx 587     | Oxford, NJ 07863-0587       | 908-453-2174 Fax: 453-4241       |
| * Lois Harold, Asst Purch         | Warren, Twp of                | 46 Mountain Blvd                 | Warren, NJ 07059-0695       | 753-8000 x 233 Fax: 757-9173     |
| Tyler Tribelhorn, Super Bldgs     | Warren, Twp Schools           | 213 Mt Horeb Rd                  | Warren, NJ 07059            | 647-9155 x200 Fax: 647-3035      |
| Debbie Catapano, Auth Secretary   | Warren, Twp Sewerage Author   | 46 Mountain Blvd                 | Warren, NJ 07059            | 908-753-8000 x 258 Fax: 753-6893 |
| Scott Frech, DPW Super            | Washington Twp                | 43 Schooley's Mtn Rd             | Long Valley, NJ 07853       | 908-876-3315 Fax: 876-5138       |
| Richard Sheola                    | Washington, Boro of           | 100 Belvidere Ave                | Washington, NJ 07882-1426   | 689-3600 Fax: 689-9485           |
| Eric Schwartz, Dir Bldg & Grounds | Watchung Bd of Ed             | One Dr. Parenty Way              | Watchung, NJ 07069          | 755-8536 Fax: 755-6946           |
| Tim Stys, SBA/Bd Sec              | Watchung Hills Reg High Sch   | 108 Stirling Rd                  | Warren, NJ 07059            | 647-4800 x4850 Fax: 647-4852     |
| Victoria Rousseau, PW Assist.     | Watchung, Boro of             | Municipal Bldg, 15 Mountain Blvd | Watchung, NJ 07069          | 756-0080 Fax: 757-7027           |
| Bob Wache, Facilities Supervisor  | Wayne Twp Schools             | 50 Nellis Dr                     | Wayne, NJ 07470             | 973-317-2194 Fax: 628-8837       |
| Lora Olsen, Twp Clerk             | West Amwell Twp               | 150 Rocktown-Lambertville Rd     | Lambertville, NJ 08530      | 609-397-2054 Fax: 397-8634       |
| Mary Lucia, Secretary to BA/BS    | West Morris Reg High Sch Dist | 10 South Four Bridges Rd         | Chester, NJ 077930          | 908-879-6404 Fax: 879-8861       |

|                            |                     |                |                         |                                |
|----------------------------|---------------------|----------------|-------------------------|--------------------------------|
| James Gidea, Town Admin    | Westfield, Town of  | 425 E Broad St | Westfield, NJ 07090     | 908-789-4041 Fax: 233-3077     |
| Linda Berger, QPA          | Willingboro, Twp of | One Salem Rd   | Willingboro, NJ 08046   | 609-877-2200                   |
| Kevin Galland, Admin/Clerk | Woodland Park       | 5 Brophy La    | West Paterson, NJ 07424 | 973-345-8100x100 Fax: 345-8194 |

**COUNTY OF SOMERSET  
GENERAL INSTRUCTIONS**

**1. SUBMISSION OF BIDS**

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope (1) addressed to the Purchasing Agent (2) bearing the name and address of the bidder on the outside (3) clearly marked "BID" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid.
- C. Bidders shall submit with the bid a CD containing an Excel spreadsheet of the completed "Bid Table". Use same columns and format as shown on the table. Failure to provide this may be cause for rejection.**
- D. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- E. The County reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- F. The Somerset County Park Commission is to be considered an agency of the County entitled to participate in the contract(s) resulting from this bid.

**2. BID SECURITY**

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

A. ☐ **BID GUARANTEE**

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

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

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

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

B. ☐ **CONSENT OF SURETY**

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

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

C. ☐ **PERFORMANCE BOND**

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

**3. QUOTATIONS, BIDS AND FORMS**

- A. (1). The County of Somerset is exempt from any local, state or federal sales, use or excise tax. Somerset County will not pay service charges such as interest and late fees.
- (2). The County of Somerset or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications. The County is rated by:
- Standard & Poor's Ratings Group: AAA
  - Moody's Investors Services: Aaa
  - Dun and Bradstreet
- B. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. Estimated Quantities (Open-Ended Contracts, Purchase as Needed) The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*
- E. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contract F.O.B. destination and placement as designed by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.
- G. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*

**4. INTERPRETATIONS AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final.
- D. 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

**5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS**

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

- B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The County reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The contractor shall hold and save harmless the County, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

**6. AWARD OF BID**

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

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

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lss/lspubcon.html](http://www.state.nj.us/labor/lss/lspubcon.html).

**8. ☐ THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

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

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

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

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

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

**9. NON-COLLUSION AFFIDAVIT**

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

**10. NON-DISCRIMINATION**

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

**11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE**

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

**A. Procurement, Professional and Service Contracts**

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

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

- (3) A photocopy of completed Affirmative Action Employee Information Report:  
AA302- Available on-line at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

**B. Construction Contracts**

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

**12. WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

**13. STATEMENT OF CORPORATE OWNERSHIP**

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

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

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

**15. INSURANCE AND INDEMNIFICATION**

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

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

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

**A. Insurance Requirements**

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

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

**General Liability Insurance**

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

**Automobile Liability Insurance**

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

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

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

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

**C. Indemnification**

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

**16. PAYMENT**

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

**17. TERMINATION****A. DEFAULT**

Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the County. The County may terminate the contract upon 30 days' written notice to the Contractor. The County shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

**B. UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

The County may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the contractor.

**C. TERMINATION FOR DEFAULT:**

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

**D. TERMINATION BY THE COUNTY:**

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

**18. INDEMNIFICATION:**

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

**19. ADDITIONS/DELETIONS OF SERVICE:**

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

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

**21. SPECIFICATIONS**

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

**22. OWNERSHIP OF MATERIAL**

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

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

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

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

**24. N.J. BUSINESS REGISTRATION PROGRAM**

Certificate required pursuant to C57, PL2004. The law provides that a copy of the Business Registration Certificate issued by the NJ Dept. of Treasury **shall be provided at the time any bid or RFP is submitted; failure to do so is a fatal defect that cannot be cured.**

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

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

- (2) Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at [www.elec.state.nj.us](http://www.elec.state.nj.us).
- (4) If you have any questions please contact ELEC at:  
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

**26. FIRM FIXED CONTRACT**

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

**27. W-9**

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

## **BEAM GUIDE RAIL AND PARTS**

### **SCOPE:**

It is the intent of this specification to describe guide rail and guide rail parts to be purchased by Somerset County Roads and Bridges.

### **DELIVERY INSTRUCTIONS**

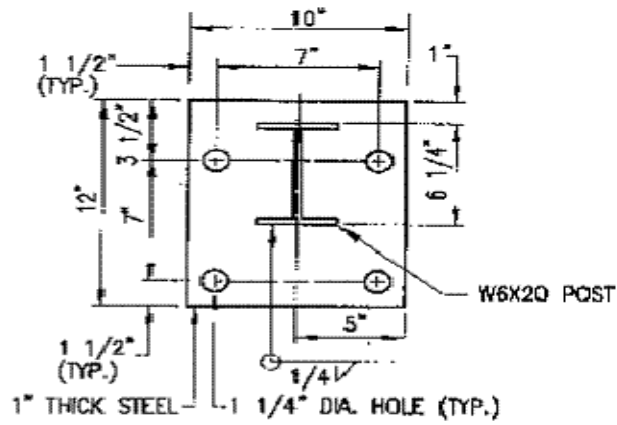
Materials offered under this contract will be delivered to:

**South County Facility  
410 Roycefield Road  
Hillsborough, NJ 08844  
908-541-5021**

Prices must remain firm for the first six months of the contract period. After the first six months of the contract and each subsequent six months, the awarded vendor(s) may file for a price increase consistent with and relative to price changes originating with the manufacturer. The new pricing medium must be sent with a request for adjustment. Requests for such an adjustment must be fully and properly documented and if approved, shall be firm until the next approved price increase. The County of Somerset reserves the right to reject any requested price adjustments if deemed excessive by the Somerset County Road and Bridge Division.

### **WARRANTY**

All s supplied by the vendor shall be warranted against defects in material and/or workmanship. The warranty will provide the full cost to replace the defective (s) and any labor, packing, and shipping required to replace the defectives.



### STEEL POST BASE PLATE DETAIL

N.T.S.

#### NOTE:

1. THE BASE PLATE, POSTS, BLOCKING AND ALL HARDWARE SHALL BE HOT DIP GALVANIZED.

***EXCEPTIONS:***

***(IF NONE SO STATE)***

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# COUNTY OF SOMERSET BID DOCUMENT CHECKLIST

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

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

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

By Authorized Representative:

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

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

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

TO THE COUNTY OF SOMERSET  
BOARD OF CHOSEN FREEHOLDERS:

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

**Contract Length: Six (6) Months**

**See Pricing Pages 22 -27**

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

\_\_\_\_\_  
Company Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent Type or Print Name

\_\_\_\_\_  
Title of Authorized Agent Date

\_\_\_\_\_  
Telephone Number Email Address

\_\_\_\_\_  
Fax Number

|             |                                                                                                                                    |                  |
|-------------|------------------------------------------------------------------------------------------------------------------------------------|------------------|
|             | <b>VENDOR NAME:</b>                                                                                                                |                  |
| <b>ITEM</b> | <b>DESCRIPTION</b>                                                                                                                 | <b>UNIT COST</b> |
| 1           | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing                                                           |                  |
| 2           | Galvanized Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing                                                       |                  |
| 3           | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate                     |                  |
| 4           | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing – 10' radius concave                                      |                  |
| 5           | Galvanized Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing– 10' radius concave                                   |                  |
| 6           | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate– 10' radius concave |                  |
| 7           | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing – 10' radius convex                                       |                  |
| 8           | Galvanized Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing– 10' radius convex                                    |                  |
| 9           | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate– 10' radius convex  |                  |
| 10          | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing – 15' radius concave                                      |                  |
| 11          | Galvanized Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing– 15' radius concave                                   |                  |
| 12          | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate– 15' radius concave |                  |
| 13          | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing – 15' radius convex                                       |                  |
| 14          | Galvanized Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing– 15' radius convex                                    |                  |
| 15          | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate– 15' radius convex  |                  |
| 16          | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing – 20' radius concave                                      |                  |
| 17          | Galvanized Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing– 20' radius concave                                   |                  |

|    |                                                                                                                                          |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------|--|
| 18 | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate– 20' radius concave       |  |
| 19 | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing – 20' radius convex                                             |  |
| 20 | Galvanized Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing– 20' radius convex                                          |  |
| 21 | Galvanized Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate– 20' radius convex        |  |
| 22 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing                                                           |  |
| 23 | Weathering Steel Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing                                                       |  |
| 24 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate                     |  |
| 25 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing – 10' radius concave                                      |  |
| 26 | Weathering Steel Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing– 10' radius concave                                   |  |
| 27 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate– 10' radius concave |  |
| 28 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing – 10' radius convex                                       |  |
| 29 | Weathering Steel Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing– 10' radius convex                                    |  |
| 30 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate– 10' radius convex  |  |
| 31 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing – 15' radius concave                                      |  |
| 32 | Weathering Steel Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing– 15' radius concave                                   |  |
| 33 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate– 15' radius concave |  |
| 34 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing – 15' radius convex                                       |  |
| 35 | Weathering Steel Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing– 15' radius convex                                    |  |
| 36 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate– 15' radius convex  |  |
| 37 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing – 20' radius concave                                      |  |

|    |                                                                                                                                           |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------|--|
| 38 | Weathering Steel Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing– 20' radius concave                                    |  |
| 39 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate– 20' radius concave  |  |
| 40 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing – 20' radius convex                                        |  |
| 41 | Weathering Steel Guide Rail Element 12.5 feet long with 3'1-1/2" post hole spacing– 20' radius convex                                     |  |
| 42 | Weathering Steel Guide Rail Element 12.5 feet long with 6'3" post hole spacing and additional holes for anchor plate– 20' radius convex   |  |
| 43 | Galvanized Guide Rail Element 12.5' long with 6'3" post hole spacing – 40' Radius (convex)                                                |  |
| 44 | Galvanized Guide Rail Element 12.5' long- with 3' 1.5" post hole spacing – 40' Radius ( convex)                                           |  |
| 45 | Galvanized Guide Rail Element 12.5' long with 6' 3" post hole spacing with additional holes for anchor plate – 40' Radius (convex)        |  |
| 46 | Galvanized Guide Rail Element 12.5' long with 6'3" post hole spacing – 40' Radius (concave)                                               |  |
| 47 | Galvanized Guide Rail Element 12.5' long- with 3' 1.5" post hole spacing – 40' Radius ( concave)                                          |  |
| 48 | Galvanized Guide Rail Element 12.5' long with 6' 3" post hole spacing with additional holes for anchor plate – 40' Radius (concave)       |  |
| 49 | Weathering steel Guide Rail Element 12.5' long with 6'3" post hole spacing – 40' Radius (convex)                                          |  |
| 50 | Weathering steel Guide Rail Element 12.5' long- with 3' 1.5" post hole spacing – 40' Radius (convex)                                      |  |
| 51 | Weathering steel Guide Rail Element 12.5' long with 6' 3" post hole spacing with additional holes for anchor plate – 40' Radius (convex)  |  |
| 52 | Weathering steel Guide Rail Element 12.5' long with 6'3" post hole spacing – 40' Radius (concave)                                         |  |
| 53 | Weathering steel Guide Rail Element 12.5' long- with 3' 1.5" post hole spacing – 40' Radius (concave)                                     |  |
| 54 | Weathering steel Guide Rail Element 12.5' long with 6' 3" post hole spacing with additional holes for anchor plate – 40' Radius (concave) |  |
| 55 | Galvanized Slotted Rail Terminal – Trinity SRT – 350 or equivalent including all hardware                                                 |  |
| 56 | Galvanized Extruder Terminal – Trinity ET – 2000 or equivalent including all hardware                                                     |  |
| 57 | Weathering Steel Slotted Rail Terminal – Trinity SRT – 350 or equivalent including all hardware                                           |  |

|    |                                                                                                                                                          |  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 58 | Weathering Steel Extruder Terminal – Trinity ET – 2000 or equivalent including all hardware                                                              |  |
| 59 | Galvanized BCT Buffer with welded diaphragm                                                                                                              |  |
| 60 | Weathering Steel BCT Buffer with welded diaphragm                                                                                                        |  |
| 61 | Galvanized End Section Rounded with a 6-5/16” Radius                                                                                                     |  |
| 62 | Weathering Steel End Section Rounded with a 6-5/16” Radius                                                                                               |  |
| 63 | Galvanized Terminal Connector Parapet                                                                                                                    |  |
| 64 | Weathering Steel Terminal Connector Parapet                                                                                                              |  |
| 65 | Galvanized Terminal Connector for Buffer End                                                                                                             |  |
| 66 | Weathering Steel Terminal Connector for Buffer End                                                                                                       |  |
| 67 | Galvanized Post W6 x 8.5 – 72” Long with ¾” diameter hole drilled 1-1/8” off center and 7” down from the top                                             |  |
| 68 | Galvanized Post W6 x 8.5 – 90” Long with ¾” diameter hole drilled 1-1/8” off center and 7” down from the top                                             |  |
| 69 | Weathering Steel Post W6 x 8.5 – 72” Long and galvanized 42” from the bottom up with ¾” diameter hole drilled 1-1/8” off center and 7” down from the top |  |
| 70 | Weathering Steel Post W6 x 8.5 – 90” Long and galvanized 60” from the bottom up with ¾” diameter hole drilled 1-1/8” off center and 7” down from the top |  |
| 71 | Treated Wood Post 6” x 8” x 5’3” long – drilled for cable and 5/8” post bolt                                                                             |  |
| 72 | Treated Wood Block 6” x 8” x 14” long – drilled for 5/8” post bolt                                                                                       |  |
| 73 | Notched Treated Wood Block 6” x 8” x 14” long – drilled for 5/8” post bolt                                                                               |  |
| 74 | Notched Composite Block 6” x 8” x 14” long – drilled for 5/8” post bolt                                                                                  |  |
| 75 | Galvanized back-up plate 12” x 12” – drilled for threaded cable                                                                                          |  |
| 76 | Galvanized Anchor plate for BCT end treatment                                                                                                            |  |
| 77 | Standard Galvanized Pipe 2” x 6” long                                                                                                                    |  |
| 78 | Galvanized ¾” BCT cable assembly with 1” diameter threaded rod on both ends                                                                              |  |
| 79 | Splice Bolt 5/8” x 1-1/4” – Galvanized Full Thread – <b>Per 100 pieces</b>                                                                               |  |
| 80 | Splice Bolt 5/8” x 2” – Galvanized Full Thread – <b>Per 100 pieces</b>                                                                                   |  |
| 81 | Splice Bolt 5/8” x 3” – Galvanized Full Thread – <b>Per 100 pieces</b>                                                                                   |  |
| 82 | Splice Bolt 5/8” x 6” – Galvanized Full Thread – <b>Per 100 pieces</b>                                                                                   |  |
| 83 | Splice Bolt 5/8” x 9-1/2” – Galvanized 6” Thread – <b>Per 100 pieces</b>                                                                                 |  |

|     |                                                                                                |  |
|-----|------------------------------------------------------------------------------------------------|--|
| 84  | Splice Bolt 5/8" x 18" – Galvanized 6" Thread – <b>Per 100 pieces</b>                          |  |
| 85  | Splice Bolt 5/8" x 25" – Galvanized 6" Thread – <b>Per 100 pieces</b>                          |  |
| 86  | Washer 11/16" inside diameter and 1-3/4" outside diameter – Galvanized – <b>Per 100 pieces</b> |  |
| 87  | Washer 1-1/16" inside diameter and 3" outside diameter – Galvanized – <b>Per 100 pieces</b>    |  |
| 88  | Nut 5/8" – Galvanized Recessed – <b>Per 100 pieces</b>                                         |  |
| 89  | Nut 1" – Galvanized Recessed – <b>Per 100 pieces</b>                                           |  |
| 90  | Treated Wood Post 6" x 8" x 6' long – CRT Post drilled for 5/8" post bolt                      |  |
| 91  | Treated Wood Post 6" x 8" x 6' long – CRT Line Post drilled for 5/8" post bolt                 |  |
| 92  | Treated Wood Post 5-1/2" x 7-1/2" x 3'6-3/4" long – Short Post drilled for 5/8" post bolt      |  |
| 93  | IBM Guardrail Reflector, fits top of steel I-Beam Post                                         |  |
| 94  | Butterfly Guardrail Reflector, fits inside all "W-Beam" steel guardrail                        |  |
| 95  | The Flex 2020, fastens to composite block and concrete barriers                                |  |
| 96  | (F3000), Impact Head, Fleet 350                                                                |  |
| 97  | (F1303), W-Beam Guardrail End Section, 12 Ga., 12'-6"                                          |  |
| 98  | (F1304), W-Beam Guardrail, Center Section (4'-2" spacing) 12 Ga., 12'-6"                       |  |
| 99  | (G1203), W-Beam Guardrail, (6'-3" spacing) 12 Ga., 12'-6"                                      |  |
| 100 | (S730), * Foundation Soil Tubes, 6" x 8" x 6'-0"                                               |  |
| 101 | (E750), Bearing Plate – 8" x 8" x 5/8"                                                         |  |
| 102 | (S760), Cable Anchor Bracket                                                                   |  |
| 103 | (E780), Ground Strut                                                                           |  |
| 104 | ((P650), 5-1/2" x 7-1/2" x 45" Wood Posts                                                      |  |
| 105 | 5/8" Flat Washers, (2 each at Soil Tubes + 6 Posts)                                            |  |
| 106 | (W100), 1" Anchor Cable Washers                                                                |  |
| 107 | (E350), 3/8" X 3" Lag Screws                                                                   |  |
| 108 | (W050A), 1-1/16" OD x 9/16" ID A325 Structural Washers                                         |  |
| 109 | (S3000), Impact Head                                                                           |  |
| 110 | (30G), W-Beam Guardrail, 12 Ga., 12'-6"                                                        |  |
| 111 | (39G), W-Beam guardrail, 12 Ga., 12'-6"                                                        |  |
| 112 | Splice Bolt 5/8" x 21/2" – Galvanized Full Thread – <b>Per 100 pieces</b>                      |  |
| 113 | Splice Bolt 5/8" x 4" – Galvanized Full Thread – <b>Per 100 pieces</b>                         |  |

|     |                                                                                      |  |
|-----|--------------------------------------------------------------------------------------|--|
| 114 | W6x20 post 36" tall center mount on 12"x12"x1"plate w/ 1" mounting holes, Galvanized |  |
| 115 | W6x20 post 36" tall center mount on 12"x12"x1"plate w/ 1" mounting holes, Weathered  |  |
| 116 | W6x20 post 36" tall offset mount Galvanized as per attached sketch                   |  |
| 117 | W6x20 post 36" tall offset mount Weathered as per attached sketch                    |  |
| 118 | SRT 350 6 post System                                                                |  |
| 119 | (907G) (Terminal) Rolled Buffer                                                      |  |
| 120 | Striped reflector (yellow/black) 16" x 16" adhesive                                  |  |
| 121 | Complete Fleet SP Terminal end 2 post system                                         |  |
| 122 | Complete SKT – SP Terminal end 2 post system                                         |  |
| 123 | S3000 Impact Head                                                                    |  |
| 124 | F3000 Impact Head                                                                    |  |
| 125 | SF1303 W-Beam guardrail end section 12'6"                                            |  |
| 126 | TPHP1A First post top                                                                |  |
| 127 | TPHP1B First post Bottom                                                             |  |
| 128 | HP2A Second post assembly Top                                                        |  |
| 129 | HP3B Second post assembly bottom                                                     |  |
| 130 | B580904A 5/8 Diameter x 9 Hex bolt GRD 5                                             |  |
| 131 | B340854A ¾ Diameter x 8 ½ Hex bolt GRD A449                                          |  |
| 132 | N030 ¾ Diameter Hex Nut                                                              |  |
| 133 | B5160104A 5/16 x 1 Hex Bolt GRD 5                                                    |  |
| 134 | W0516 5/16 Washer                                                                    |  |
| 135 | N0516 5/16 Hex Nut                                                                   |  |
| 136 | W to Thrie Beam Transition section Galvanized                                        |  |
| 137 | Thrie Terminal connector Galvanized                                                  |  |
| 138 | W6 x 9 Post Galvanized                                                               |  |

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

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

CHECK ONE:

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Bidder Business: \_\_\_\_\_

Check which business entity applies:

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

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

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

Business Address:

|                |      |       |     |
|----------------|------|-------|-----|
| STREET ADDRESS | CITY | STATE | ZIP |
|----------------|------|-------|-----|

|             |       |       |
|-------------|-------|-------|
| TELEPHONE # | FAX # | EMAIL |
|-------------|-------|-------|

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

|      |              |
|------|--------------|
| NAME | HOME ADDRESS |
|------|--------------|

|      |              |
|------|--------------|
| NAME | HOME ADDRESS |
|------|--------------|

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY:      Yes ☐ No ☐

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

Printed Name and Title: \_\_\_\_\_

**COUNTY OF SOMERSET  
NON-COLLUSION AFFIDAVIT**

---

State of \_\_\_\_\_  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

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

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

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

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

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

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

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

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

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

**Goods and General Service Vendors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The contractor or subcontractor, 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 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of 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.

## COUNTY OF SOMERSET

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

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

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

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

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

## COUNTY OF SOMERSET

October 20, 2004

### Revised Contract Language for BRC Compliance

#### *Goods and Services Contracts (including purchase orders)*

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

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

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- \*2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

ALERT  
FAILURE TO INCLUDE A COPY OF YOUR  
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
IS CAUSE FOR REJECTION OF YOUR PROPOSAL

## COUNTY OF SOMERSET

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

FAILURE TO SUBMIT ONE OF THESE DOCUMENTS **WITH THE BID** WILL CAUSE YOUR BID TO  
BE REJECTED, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH  
THE COUNTY OF SOMERSET.

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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:  
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:  
970-097-382/500

SEQUENCE NUMBER:  
0107330

ADDRESS:  
847 ROEBLING AVE  
TRENTON NJ 08611

ISSUANCE DATE:  
07/14/04

EFFECTIVE DATE:  
01/01/01

FORM-BRC(08-01)

*John S. Tully*  
Acting Director

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

 STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE  
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

**COUNTY OF SOMERSET**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

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

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

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

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

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

FORM NOT REQUIRED IF NO ADDENDA ISSUED