



**COUNTY OF UNION**  
*BID SUBMISSION CHECKLIST*

**BA# 15-2017 AIR TRUCK UPGRADES**

- \_\_\_\_\_ 1. Bid Form Page(s)
- \_\_\_\_\_ 2. Bidder Signature Page – *follow instructions and fill out completely*
- \_\_\_\_\_ 3. Statement of Ownership Disclosure (2 pages) – *fill out completely*
- \_\_\_\_\_ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- \_\_\_\_\_ 5. Affirmative Action Requirement
- \_\_\_\_\_ 6. Disclosure of Investment Activities in Iran
- \_\_\_\_\_ 7. Americans with Disabilities Form
- \_\_\_\_\_ 8. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- \_\_\_\_\_ 9. Addenda Receipt Form – **ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED**
- \_\_\_\_\_ 10. Compliance Pages (15, 17, 18)
- \_\_\_\_\_ 11. Warranty
- \_\_\_\_\_ 12. Training
- \_\_\_\_\_ 13. UL® Testing Certificate(s)

***Each bidder should complete this form, initial each entry, sign and date at the bottom and submit with bid.***

NAME OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

# COUNTY OF UNION

## Notice To Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on March 7, 2017, at **2:30 p.m.** prevailing time in the **3<sup>rd</sup> Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

### **BA# 15-2017 – AIR TRUCK UPGRADES**

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

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

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3<sup>rd</sup> floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Laura M. Scutari, QPA, Director of Purchasing

**UNION COUNTY BOARD  
OF CHOSEN FREEHOLDERS**

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*We're Connected to You!*

## GENERAL SPECIFICATIONS

Revised 10/06/14  
Commodities

### 1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 on the date and time and in the room noted on the sheet marked "Notice to Bidders".

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Notice to Bidders" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. Unit prices and totals must be inserted in the space provided. In the event of a discrepancy between the unit price given and the extended total, the unit price shall govern.

All delivery costs (FOB: Union County Ship To Address) shall be included in the total bid prices, unless the bid specifications specifically state otherwise.

Alternate bids will not be accepted unless specifically requested.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement must be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Subcontractors must also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

Bidders shall be required to furnish their literature and or samples where feasible and specifications of the items proposed to be supplied along with the sealed bid.

### 2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount

The County will return all bid guarantees after the bids have been opened, read, tabulated and checked except those of the three (3) bidders whose bids are considered the lowest, responsible, responsive bids. The bid guarantees of the low three (3) bidders will be returned within ten (10) days of the date of the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and/or fails to furnish the required performance bond, the Surety of such bidder will be held and used by the County as liquidated damages for such refusal or neglect.

### **3. QUALIFICATION OF BIDDERS**

The County of Union **MAY** make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations of Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, firm or partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

### **4. RESERVATIONS**

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union, New Jersey.

### **5. AWARD AND EXECUTION OF CONTRACTS**

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within 60 days; except that the bids of any bidders who consent thereto **MAY**, at the request of the County be held for consideration for such longer periods as may be agreed.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A 40A:11-6.1(d).

### **6. BRAND NAMES**

Whenever an item specified by manufacturer's model number, brand or trade name, it is understood that such description is only for the purpose of defining the level of quality desired, and does not in any way restrict bidding to the named brand. Bids on other brands **MAY** be submitted by any responsible supplier, provided such brands are equal to or better than the one named in the specifications. However, the burden of proof as to the comparative quality and suitability of alternate or substitute equipment, articles or materials lies with bidder and, he shall furnish, at his own expense, all information necessary or related thereto as required by the County of Union. The County of Union shall be the sole judge as to the comparative quality and suitability of alternate or substitute equipment, articles or materials, and the decision shall be final.

The trade name(s) or brand name(s) offered must be shown on the vendor's response bid form pages.

### **7. PATENT CLAIMS**

The successful bidder (contractor) shall protect and save the County harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this contract hereunder, and it shall be the duty of the contractor, if so demanded by the County, to furnish said County with a proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

## **8. PREFERENCE FOR DOMESTIC PRODUCTS**

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

## **9. INSURANCE REQUIREMENTS**

Vendor shall procure and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of the work reflecting the following:

- a) **Commercial General Liability (CGL):** Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey; are included as Additional Insured. The General Liability Insurance coverage is provided on primary and non-contributory basis to the County of Union, et al.
- b) **Automobile Liability:** Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) **Workers Compensation:** As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants is to be included in those policies of insurance where permitted by law.

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

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

## **10. INDEMNIFICATION REQUIREMENTS**

The Supplier shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting there from, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

## **11. NON-DISCRIMINATION**

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38, et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

## **12. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

### **13. INVESTMENT ACTIVITIES WITH IRAN**

Pursuant to P.L. 2012, c.25, codified as NJSA 52:32-55 *et seq.*, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

### **14. AFFIRMATIVE ACTION REQUIREMENT**

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General Requirements of P.L. 1975, c. 127. You are hereby put on notice that:

- A. Procurement, Professional & Service Contracts; all successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract one of the following:
1. A photocopy of your Federal Letter of Affirmative Action Plan Approval.
  2. A photocopy of your Certificate of Employee Information Report.
  3. A completed Affirmative Action Employee Information Report (AA302).

If the successful vendor does not submit the affirmative action document within the seven (7) days, the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

### **15. TERMINATION OF CONTRACT**

If, through any cause, the successful Supplier fails to fulfill in timely and proper manner its contractual obligations, or if the Supplier violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten days written notice to the Supplier of such termination and cause therefore, and specifying the effective date of such termination.

In addition, Union County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so. Notice hereunder shall be deemed to have been sufficiently given if given in person to the Supplier, or sent by registered mail at the addresses specified in the Contract.

### **16. RIGHT TO KNOW ACT**

The provisions of N.J.S.A. 34:5A-1 *et seq.* and N.J.A.C 5:89-5 *et seq.*, which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. 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.

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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.



## BUSINESS REGISTRATION CERTIFICATE

### New Mandatory Requirement – Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at [www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml). Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

**Note: A N.J. Certificate of Authority is not acceptable.**

**FAILURE** to submit proof of registration of the Proposer or any subcontractor named on the bid is considered a **MANDATORY REJECTION** of bids (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction bids.

### **IN ADDITION:**

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**INTENT:** It is the intent of this specification to provide for the **upgrade of six (6) existing Pierce Air Trucks.** The COUNTY OF UNION and the Jersey City/Newark Urban Area Security Initiative (UASI) have evaluated different types of upgrades and has determined that the upgrades specified with any and all accessories and features are best suited for the UASI's needs in safety, quality, performance and long term operational costs. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all bids will be compared. The COUNTY OF UNION reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to bidder submitting the lowest responsible and responsive bid meeting the requirements of this specification pursuant to N.J.S.A. 40A:11-13.

Be it known that the goods or services specified on this public bid for the County of Union, which is a member of the Jersey City/Newark Urban Area Security Initiative (UASI), has a provision to extend the pricing to all members of UASI and /or any other county in New Jersey pursuant to LFN 2005-14 if and when each member or County may wish to purchase the specified goods or services.

The governing body that initially awarded the bid must approve the use of a contract by other members or counties. The resolution should reference the bid award by the title and resolution or contract number, as appropriate.

Users should construct a contract reference number referring to the approving Local Finance Notice, and the initiating members' or counties' name and the resolution number authorizing the use of the contract as follows:

*LFN 2005-14:Name\_of\_Member-Bid/Resolution#.*

**EQUIVALENT PRODUCT:** Bids will be accepted for consideration on any make or model that is equal to or superior to the upgrades specified. Decisions of equivalency will be at the sole interpretation of the COUNTY OF UNION. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit should be submitted with the proposal. All modifications made to the standard production unit, as described in the manufacturer's brochures, are to be certified by the manufacturer to have been in prior successful use, including references of users, and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, post bid.

**STANDARD:** The specification herein states the minimum requirements of the County. Unauthorized conditions, limitations, or provisions will be cause for rejection. The COUNTY OF UNION may consider as "irregular" or "non-responsive" and reject any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the County to make a reasonable determination of compliance to the specification. It will be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES/NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations will be fully described in the appropriate section.

**OPEN END CONTRACT:** It is the intent of the County to purchase, at minimum, the number of pieces of the specified item on the bid form page. However, there may emerge a need for additional units in the twelve month interval after the signing of the contract. There shall be no expressed guarantee of any future purchases and the County shall not hold supplier at fault for the increases in the manufacturer's suggested retail pricing or a model change by the manufacturer that will cause the supplier to renege on future purchases.

PLEASE NOTE THAT THE ENSUING CONTRACTING IS INTENDED TO BE FOR AN OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE

RULES, THE MINIMUM NUMBER SHALL BE SIX (6) PIERCE AIR TRUCK UPGRADES AND THE MAXIMUM SHALL BE EIGHT (8) PIERCE AIR TRUCK UPGRADES.

**PAYMENT:** Payment to Vendor is to be made within forty-five (45) days after the receipt of Vendor's invoice and a signed voucher attesting to the delivery of the goods and services by some officer or duly designated employee of the using entity and after approval of the appropriate Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using entity.

The vendor will not provide any goods and/or services without a valid and current purchase order from the government unit indicating account number and encumbrance.

**DELIVERY:** The unit price on the bid form page shall include any and all delivery costs. Delivery may be scheduled by contacting Salena Carroll, Union County Office of Emergency Management at 908-518-5621.

**WARRANTY:** The successful bidder is to warranty the Equipment and components of proposed system as described herein. The successful bidder should provide and submit "Warranty" per the manufacturer's warranty. Details to be provided on the appropriate bid form page.

The successful bidder is to meet at least the minimum specifications and requirements set forth below:

### **SPECIFICATIONS:**

The Jersey City/Newark Urban Area Security Initiative (UASI) has identified the need to acquire upgrades to six (6) existing Pierce Air Trucks for the region.

#### **UASI Air Truck Upgrade Specifications – SIX TRUCKS**

The UASI Fire Department are requesting bids to provide upgrades to their six (6) existing Pierce Air Trucks. Two fill stations should be required. One fill station must be capable of filling four (4) SCBA's at one time and must be compatible with all SCBA fill pressures including the new 5500 psi SCBA cylinders. A second fill station should be supplied to fill just SCUBA cylinders. The SCUBA fill station must be capable of filling two SCUBA cylinders at one time. Some modifications will need to be performed to the existing compressor system. All bidders must comply with the following scope of supply and equipment specifications.

#### **Scope of Supply**

- All new equipment installed must meet current NFPA 1901 standards.
- The air trucks will be delivered to the new fill station manufacturer's facility by a contracted transportation company. The transportation company must meet all requirements for the transfer of the trucks from the six locations in North Jersey. Upon delivery of the fire trucks (one at a time) the air system retro fit should begin. The transportation portion of the contract should include all pick-ups from and delivery back to the end user. At this time the existing fill stations will be removed from the air trucks.
- The installation of the new mobile fill station(s) should be performed by the equipment manufacturer.
- It will be the responsibility of the manufacturer to reinforce the compartment floor or move any compartment walls if necessary.
- An additional auto drain reservoir tank should be installed and plumbed to the existing compressor. The reservoir tank should have a level switch wired to a light on the main control panel to alert the operator to empty the tank. The reservoir tank should include an accessible drain valve reachable from the roadway.
- A new air monitoring system (CO monitor & moisture monitor) and calibration controls should be included. The Air Monitors (CO monitor & moisture monitor) should be wired to shut the compressor down, mounted on a wall mount panel and installed in an adjacent compartment.
- The following compressor controls should be mounted on the new air control panel:
  - Compressor ON/Off switch.
  - High air pressure light.
  - Door closed light.
  - Reservoir full light.
  - General fault light.
  - Emergency stop button.
  - Audible alarm.
- All compressor controls listed above should be new.
- All compressor controls should be wired to the existing onboard breathing air compressor.
- A new 100 ft. high-pressure, electric rewind hose reel should be installed in the rear driver's side compartment.
- The new mobile SCBA fill station should have the capability of filling four SCBA's at one time or filling two SCBA's while prepping two SCBA's. The SCBA fill station should be mounted in the rear compartment on the truck.
- All fill whips on the SCBA fill station should include a Click-mate fill adapter purchased from the local authorized WEH Technologies distributor. Authorization compliance letter should accompany the bid package direct from WEH.

- The SCBA fill station must be third party certified by UL® to safely fill and contain the rupture of a 5500 psi, 111 cf. SCBA cylinder. A copy of the certification must be submitted with the proposal.
- The SCUBA fill station must be capable of filling two SCUBA cylinders. The SCUBA fill station should be mounted in the rear driver's side compartment.
- The SCUBA fill station must be third party certified by UL® to safely fill 80 cf. SCUBA cylinder. A copy of the certification must be submitted with the proposal.

### **Service and Maintenance (FOR EACH TRUCK)**

- 4 laboratory certified grade "E" air tests with certificate should be supplied with two samples being taken at each PM Service and the other two to be taken at required 90 day intervals.
- Four service calls in a one year period. On each service date all functions and controls will be checked and the proper maintenance and repairs performed.
- 2 emergency calls per year per apparatus if the need should arise. (includes travel time round trip, parts are additional)
- Service contract includes all travel, mileage, and normal service labor. "Normal Service" is that time which is needed to perform a standard preventative maintenance service. Any additional repair required or requested should not fall under the scope of this contract and will be billed at prevailing rates. Also, included in the price is the cost of any materials used in the course of standard preventative maintenance. On each service date, all filters, oil, inlet filters, oil filters, O-rings, and back-up rings will be replaced. Any additional parts should be billed on a per item basis (I.E. gauges, valves, regulator parts, pistons, rings etc.). All service work will be done at the apparatus's home location.
- All used oil and fluids from compressor system must be taken away and disposed of by the servicing company. Service contractor to also remove all liquid drained from the automatic drain muffler/reservoir system.
- Service contract will be a minimum of 3 years.

### **Additional Items**

- Supply 2 additional click-mate fill adapters for each apparatus for emergency spares. (total of twelve spares)
- Supply 2 adaptors for each apparatus for Dräger quick fill cylinders. (total of twelve adaptors)
- Supply 1000 spare "O" Rings for each apparatus for fill adapters. (Total of 6000 and must be direct from WEH)
- Twelve (12) traffic cones.(total of 72)
- A 20 foot, 4" diameter flexible, exhaust extension hose should be supplied. (total of six)
- Install webbing on the front of the roll out cylinder racks (compartment over the rear tires) so cylinders will not slide out while driving. There will be four (4) racks per truck. Each rack is 40" long by 25" high.

### **Delivery**

- Once a purchase order has been issued, a preliminary drawing of the fill stations and the control panels should be produced within 30 days.
- The drawings must be approved by UASI before production can begin.
- The first truck will take no more than 30 days to complete once it is delivered to the manufacturer. The remaining five (5) trucks will be completed one every 2 weeks after being delivered to the manufacturer.
- All six (6) vehicles should be delivered in 3 ½ months (105 days).
- Penalty clause – There will be a \$200.00 per day penalty clause assessed for any delay in the manufacturing and installation of the new air system.

**Training**

The local distributor should provide "Train the Trainer" training for up to 4 persons per apparatus upon delivery to each user.

**Warranty**

Equipment should be warranted for eighteen (18) months from date of installation or twelve (12) months from the date of start-up, whichever occurs first. A warranty statement must be included with the bid.

**EagleAir, Inc. or Approved Equivalent  
Centurion SafeStation  
Fill Station Specifications  
Model CSSX4**

The mobile fill station should be designed for filling a total of four (4) SCBA cylinders simultaneously or separately. It should consist of a quantity two, two-SCBA fill stations mounted on a common base, complete with SCBA fill and cascade controls.

### **I. General Arrangement**

The enclosures should be designed to contain the impact of suddenly expanded high pressure air and all displaced fragments in the unlikely event of a cylinder or fill component rupture.

The fill station containment design must be UL<sup>®</sup> (Underwriters Laboratories) classified and for maximum operator safety certified to meet NFPA 1901 standards. The UL<sup>®</sup> testing certificate must be included with the bid and included with the operator's manual when the system is shipped.

The external construction of the high pressure, breathing air fill stations should be appliance-like; using formed, fabricated steel structures and panels without visible welds, burrs or grinding marks. The overall dimensions of the four-SCBA fill station should not exceed 39-1/2" in width by 25" deep by 60" high, including the integral fill control panel. Dimensions are subject to change based on actual compartment dimensions.

### **II. SCBA Fill Enclosure and Access Door Control**

Each fill station loading door must be designed to be trapped behind the fill enclosure cabinet frame when closed and include an automatic, safety interlock to prevent filling unless the loading door is completely closed.

The fill station must allow the fill process to be accomplished from the front. The fill station should be of a design that does not require the operator to have to hold up or otherwise support the weight of the cylinders being filled while connecting them to the fill whips. The front loading doors should be designed so that, when opened, sleeves that hold the SCBA cylinders tilt forward to ease loading and minimize operator fatigue. Two (2) fill whips, each fitted with a Click-mate fill adapter and isolation valve, should be located within each enclosure (total of four fill whips).

For maximum operator comfort and ease of use, the fill station access doors should include air actuator handles designed to provide power assisted, effortless operation when opening and closing. When fully closed, the door should trip a safety interlock allowing air flow to the fill station.

The access door should be supported on the enclosure frame with an adjustable bearing assembly on each side assuring a balanced and smooth rotation when opening and closing. A damper strut should secure the assembly to the enclosure so that it does not require operator support and to cushion the access door landing when opened.

The access door design must be designed to permit manual operation in the event of air pressure loss in the power assist circuit.

Spacer kits should be supplied for all cylinder sleeves to accommodate all SCBA sizes.

### **III. SCBA Cylinder Fill Enclosure Flow Control System**

All air flow components and indicators should be mounted on a control panel located at the front of the unit grouped logically with each group positioned within a graphic flow control schematic and identified with integral text. The panel background color should be matte black shade with a textured finish to eliminate glare. Panel component and indicator groups should be offset by colored lines to enhance operational visibility and safety.

For maximum clarity and safety, the flow control panel should be divided by function, assuring that the regulated SCBA fill controls are located in a dedicated area apart from air storage management, cascade and air reel control components. The SCBA regulator and controls should be mounted on a recessed, forward tilt panel, which enhances visibility and operator ergonomics.

In order to minimize operator handling of pressurized components, a fill hose(s) pressure vent valve should be located on the air flow control panel to relieve all fill hoses of pressure after opening the front loading door and before disconnection from the SCBA cylinder(s).

The SCBA cylinder fill control system should include a regulated panel with all the components, devices and piping arrangement necessary to direct supplied compressed high pressure breathing air to the air storage system and the SCBA cylinders being filled. Additionally, a regulated auxiliary outlet to fill remote air storage systems complete with an independent regulator, outlet gauge and CGA outlet should be provided.

All panel mounted high pressure regulators must be designed so that they cannot be accidentally reset in accordance with NFPA 1901 standards. The regulator knob should be of the "push-to-reset" design that spins freely if accidentally moved.

The air control system should include a Triple regulator package for safely filling SCBA cylinders with three (3) different working pressures (2216 psi / 4500 psi / 5500 psi). The package should consist the following:

- Three (3) adjustable, 0-6000psig pressure regulators installed behind the control panel each preset to the fill pressure required. The regulators must be accessible by the operator.
- Above each fill station *should* be two panel mounted push-buttons to select airflow from either the 4500 psi or the 5500 psi regulators.
- A pneumatic actuator valve installed behind the control panel to return the fill air flow to the lowest pressure preset regulator (2216 psi) after every high pressure fill cycle. If the operator opens or releases the fill door handle, filling is stopped and the pneumatic actuator returns to the lowest fill pressure.

All air flow components and indicators should be mounted on a control panel(s) located at the front of the unit and grouped logically. The panel background color should be matte black shade with a textured finish to eliminate glare.

*A cascade control system should be included for the number of banks specified below. The cascade control system should permit filling or drawing down each air storage cylinder, independently of each other, while filling SCBA cylinders. An air storage by-pass valve should be included to permit filling SCBA cylinders through the storage fill inlet or directly from the compressor.*

The panel should be tilted downward to make it more accessible and designed so that it can slide forward, out of the compartment, and tipped down so that all piping and components are accessible for maintenance.



As a minimum, the air control panel must include the following:

- Panel lights on/off switch.
- Inlet pressure gauge.
- Regulator selector buttons (4500 psi & 5500 psi) – two sets.
- Three high pressure adjustable regulators, outlet pressure gauges and safety relief valves should be mounted behind the panel. One for each fill pressure.
- 2216 psi / 4500 psi / 5500 psi fill controls:
  - Two, SCBA cylinder(s) fill control valves (one per 2-SCBA fill station).
  - Two, SCBA cylinder(s) fill pressure gauge (one per 2-SCBA fill station).
  - Two, SCBA cylinder(s) vent valves (one per 2-SCBA fill station).
- Four (4) bank cascade control with "TO" and "FROM" valves and gauge per bank.
- Bypass valve.
- Air storage fill, CGA inlet fitting and flow control valve.
- Regulator for auxiliary fill.
- Regulated outlet pressure gauge for auxiliary fill.
- Auxiliary fill valve.
- Regulated auxiliary/CO sample outlet with CGA 677 fitting and dust cap.
- Compressor controls:
  - On/Off switch.
  - High air pressure light (compressor shutdown).
  - Door closed light (compressor shutdown).
  - Emergency stop button (compressor).
  - General fault light (compressor abnormal shutdown).
  - Audible alarm (compressor abnormal shutdown).

Exact Compliance: \_\_\_\_\_ Yes \_\_\_\_\_ No\*

\*Deviations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

**Eagle Compressors, Inc. or Approved Equivalent**  
**Mobile SafeStationX2**  
**SCUBA Fill Station Specifications**  
**MSSX2**

## **I. General Arrangement**

The mobile fill station should be designed for filling two (2) SCUBA cylinders simultaneously or separately. The fill station should be designed to fill SCUBA cylinders with a maximum height of 29" and a maximum diameter of 7 ¾", including service valve, boot and fill attachment. The enclosure should be designed to contain the impact of suddenly expanded high pressure air and all displaced fragments in the unlikely event of a cylinder or fill component rupture.

**The fill station containment design must be UL (Underwriters Laboratories) classified and for maximum operator safety certified to meet NFPA 1901-2009 standards. The UL testing certificate must be included with the bid or request for quotation and included with the operator's manual when the system is shipped.**

The external construction of the high pressure, breathing air fill station should be appliance-like; using formed, fabricated steel structures and panels without visible welds, burrs or grinding marks.

## **IV. SCBA Fill Enclosure and Access Door Control**

The fill station loading door must be designed to be trapped behind the fill enclosure cabinet frame when closed and include an automatic, safety interlock to prevent filling unless the loading door is completely closed. A safety relief valve, to prevent over pressurizing SCUBA cylinders above 3200 PSIG, should also be included.

The fill station must allow the fill process to be accomplished from the front. The fill station should be of a design that does not require the operator to have to hold up or otherwise support the weight of the cylinders being filled while connecting them to the fill whips. The front loading door should be designed so that, when opened, sleeves that hold the SCUBA cylinders tilt forward to ease loading and minimize operator fatigue. Two (2) fill whips, each fitted with a SCUBA yoke and isolation valve, should be located within the enclosure.

For maximum operator comfort and ease of use, the fill station access door should include an air actuator handle designed to provide power assisted, effortless operation when opening and closing. When fully closed, the door should trip a safety interlock allowing air flow to the fill station. The access door should be supported on the enclosure frame with an adjustable bearing assembly on each side assuring a balanced and smooth rotation when opening and closing.

A damper strut should secure the assembly to the enclosure so that it does not require operator support and to cushion the access door landing when opened.

**The access door design must be designed to permit manual operation in the event of air pressure loss in the power assist circuit.**

Spacer kits should be supplied for all cylinder sleeves to accommodate all SCBA sizes.

## **V. SCUBA Cylinder Fill Enclosure Flow Control System**

All air flow components and indicators should be mounted on a control panel located at the front of the unit and grouped logically. The panel background color should be matte black shade with a textured finish to eliminate glare.

For maximum clarity and safety, the flow control panel should be divided by function, assuring that the regulated SCUBA fill controls are located in a dedicated area apart from air storage management, cascade and air reel control components.

In order to minimize operator handling of pressurized components, a fill hose(s) pressure vent valve should be located on the air flow control panel to relieve all fill hoses of pressure after opening the front loading door and before disconnection from the SCUBA cylinders(s).

*The SCUBA cylinder fill control system should include a horizontal air control panel with all components, devices and piping arrangement necessary to direct compressed high pressure breathing air to the SCUBA cylinders being filled.*

The SCUBA cylinder fill control system *should* include a regulated air control panel with all components, devices and piping arrangement necessary to direct supplied compressed high pressure breathing air to the SCUBA cylinders being filled.

**All high pressure, panel mounted regulators must be designed so that they cannot be accidentally reset in accordance with NFPA 1901, 2009 Edition specifications. The regulator knob *should* be of the "push-to-reset" design that spins freely if accidentally moved.**

*All air flow components and indicators must be labeled and mounted on a steel control panel integral to the fill enclosure.*

The panel should be painted in a matte shade with a textured finish to eliminate glare and enhance the visibility of gauges and indicators. The control panel should be illuminated.

The panel should be designed so that it can slide forward, out of the compartment, and tipped down so that all piping and components are accessible for maintenance.

As a minimum, the air control panel must include the following:

- Inlet pressure gauge.
- SCUBA cylinder(s) fill control valve.
- SCUBA cylinder(s) fill pressure gauge.
- Panel lights on/off switch.
- Adjustable, 0-6000 PSI self-relieving regulator.
- Regulator outlet pressure gauge.

Exact Compliance: \_\_\_\_\_ Yes \_\_\_\_\_ No\*

\*Deviations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

**EagleAir, Inc. or Approved Equivalent  
Specifications  
Wall Mount AirMonitor  
Model AMSWM2**

**I. General Description**

The AirMonitor should be mounted on a separate wall mount panel and connected to the final outlet of the compressor (after the purification system). The unit should be compatible with any make or model of compressor. The AirMonitor should continually analyze both the Carbon Monoxide level and moisture level in the compressed air stream while the compressor is in operation. The unit should be wired into the compressor's electrical system and shut the unit down when either the Carbon Monoxide level or the moisture level reaches an unsafe level.

**II. CO Monitor Features**

The CO Monitor should include the following features:

- Digital readout panel in PPM.
- Relay to provide shutdown of compressor.
- Calibration gases mounted and plumbed on panel.
- Calibration flow panel.
- Calibration keypad.
- Step down regulators and gauges to reduce the inlet pressure.
- Calibration prompter with step by step instructions on screen.
- Internal calendar set to alarm every 90 days for calibration.
- Auto shutdown at factory preset limit (5 PPM per NFPA 1989).
- Audible and visual shutdown alarms.

**III. Moisture Monitor Features**

The system should continuously evaluate the moisture content of the purified air and give a live measurement of the H<sub>2</sub>O concentration in PPM via a digital readout. The system should have the following features:

- Digital readout panel in PPM.
- Relay to provide shutdown of compressor.
- EagleAir purification top plug with moisture probe and wiring harness.
- Relay to provide shutdown of compressor.
- Auto shutdown at factory preset limit (24 PPM per NFPA 1989).
- Audible and visual shutdown alarms.

Exact Compliance: \_\_\_\_\_ Yes \_\_\_\_\_ No\*

\*Deviations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BID FORM PAGE 1 OF 1

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE FOR THE **UPGRADE OF SIX (6) EXISTING PIERCE AIR TRUCKS** FOR THE UNION COUNTY DEPARTMENT OF PUBLIC SAFETY/DIVISION OF EMERGENCY SERVICES IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u> (MORE OR LESS)		<u>UNIT PRICE</u>	=	<u>SUB TOTAL</u>
1	Air Truck Upgrades	6	X	\$ _____	=	\$ _____
<b>GRAND TOTAL</b>						\$ _____ Not to exceed

DELIVERY \_\_\_\_\_ \*DAYS AFTER AWARD  
(MAY BE A FACTOR IN AWARD)

\*NOTE: DELIVERY MUST BE WITHIN 90 DAYS

NAME OF BIDDER: \_\_\_\_\_

BIDDER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).
4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
SIGNATURE  
CORPORATE SECRETARY

\_\_\_\_\_  
ADDRESS OF BIDDER

\_\_\_\_\_  
PRINT NAME AND TITLE  
CORPORATE SECRETARY

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**AFFIX CORPORATE SEAL**

\_\_\_\_\_  
PRINT OR TYPE NAME AND TITLE

**WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE**

## BUSINESS REGISTRATION Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION: 070-007-002/000	SEQUENCE NUMBER: 0100330
ADDRESS: 847 ROEBLING AVE TRENTON, NJ 08611	ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01	<i>Jul 5 2004</i>

This Certificate is NOT assigned to the contractor. It may be continuously employed of other entities.

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

ATTACH BRC HERE

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address



**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

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

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

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

I \_\_\_\_\_ of the City of \_\_\_\_\_, in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being duly sworn according to law, on my oath depose and say that: I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation 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 UNION, NEW JERSEY relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_ (N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

\_\_\_\_\_  
Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before  
Me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public of the State of \_\_\_\_\_

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

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

\_\_\_\_\_  
Print or type FIRM NAME here

\_\_\_\_\_  
Sign NAME and TITLE here  
(Original signature only, stamped signature not accepted)

\_\_\_\_\_  
Print or type NAME and TITLE here

\_\_\_\_\_  
Print or type DATE

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any 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 this Agreement or otherwise at law.

Name \_\_\_\_\_ (Please print or type)

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

NAME OF BIDDER: \_\_\_\_\_

COUNTY OF UNION NEW JERSEY  
Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

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

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

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

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

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

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

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

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

Full Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

COUNTY OF UNION  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

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

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

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

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

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

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

Please Do Not submit if you did not receive Addenda(s)

NAME OF BIDDER: \_\_\_\_\_

**WARRANTY**

**Attach copy or provide a description of warranty.**

**NAME OF BIDDER:** \_\_\_\_\_

## TRAINING

Provide "Train the Trainer" training procedures.

NAME OF BIDDER: \_\_\_\_\_



## UL<sup>®</sup> TESTING CERTIFICATE(S)

Provide copies of the UL<sup>®</sup> Testing certificate(s) as noted in specifications

NAME OF BIDDER: \_\_\_\_\_