



# COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

*Matthew N. DiRado, Esq., Director*

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CHOSEN FREEHOLDERS**

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MICHAEL M. YUSKA Q.P.A.  
*Director of Purchasing*

MEMO TO: All Potential Bidders

FROM: Michael Yuska, Director  
Division of Purchasing

DATE: April 17, 2013

RE: CLARIFICATION NO.1  
**BA# 36-2013 – Custom Truck Body**

This clarification is to advise all bidders of the answers to the following questions received on 4/16/13:

Motorola needs the following info:

1 Does the customer need Conventional or Trunked Operation?

Answer: (CDM1250) UHF Conventional  
(APX55) Trunked Operation

2 Do they need an Analog or Digital System?

Answer: Digital System

3 Do they need UHF, VHF or 800 MHz Equipment?

Answer: (CDM1250) UHF, or (APX55) 800 MHz Equipment

**DIVISION OF PURCHASING**

*Elizabethtown Plaza*

*Administration Building  
Elizabeth, NJ 07207 (908)527-4130 fax(908)558-2548*

[www.ucnj.org](http://www.ucnj.org)

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

**BA 36-2013 CUSTOM TRUCK BODY**

- \_\_\_\_\_ 1. Bid Form Page(s)
- \_\_\_\_\_ 2. Bidder Signature Page – *follow instructions and fill out completely*
- \_\_\_\_\_ 3. Stockholder Disclosure Certification (2 pages) – *fill out completely and notarize*
- \_\_\_\_\_ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- \_\_\_\_\_ 5. Affirmative Action Requirement
- \_\_\_\_\_ 6. Americans with Disabilities Form
- \_\_\_\_\_ 7. 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
- \_\_\_\_\_ 8. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED
- \_\_\_\_\_ 9. Extension Form for UC Cooperative Contract Purchasing System
- \_\_\_\_\_ 10. Warranty

***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

## Invitation to Bid

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on , April 18, 2013, at **2:00 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# 36-2013 – CUSTOM TRUCK BODY**

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.

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 or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michael M. Yuska-Q.P.A, Director of Purchasing.

**UNION COUNTY BOARD  
OF CHOSEN FREEHOLDERS**

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## GENERAL SPECIFICATIONS

Revised 07/06/11  
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 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**

The County of Union requires all bidders to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the bidder must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

1. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$1,000,000 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with respect to work emanating from the Contract with the County. This insurance will include the following:
  - a). Personal Injury Liability
  - b). Blanket Contractual Liability applies to assumption of liability under any written Contract
  - c). Coverage for A, X, C, U exposures, relating to excavation, blasting, underground damage
  - d). Broad Form Property Damage Liability
  - e). Products and/or Completed Operations Liability
2. Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.
3. Automobile Liability Insurance in any amount of not less than \$500,000 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made in the policy.

A Certificate of Insurance will be filed with the County prior to commencement of any work. This certificate will contain a provision that insurance afforded under the policies will not be canceled without at least thirty (30) days prior written notice being given to the County.

## **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 thereunto 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. 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.

### **14. 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.

### **15. 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 CCPs.

If subcontractors are named on the CCP, 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 CCPs.

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 CCP is considered a **MANDATORY REJECTION** of CCPs (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction CCPs.

#### **IN ADDITION:**

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the CCP 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 purpose and intent of this specification to provide for the purchase a **Custom Truck Body**, installed and retrofitted to existing vehicle for the County of Union (The County). The County has evaluated different types of custom truck bodies and has determined that a PB9600 Heavy Duty Rack Body with any and all specified accessories and features is best suited for the needs of the County pertaining to 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 reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities.

**EQUIVALENT PRODUCT:** Pursuant to N.J.S.A. 40A:11-13 bids will be accepted for consideration on any make or model that is equal to or superior to the truck with an aerial device specified. Decisions of equivalency will be at sole discretion of the County of Union. A blanket statement that equipment proposed will meet or exceed all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. 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 proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations will be fully described in the appropriate section.

**PAYMENT:** Payment to Vendor is to be made within forty-five (45) days after the receipt of Vendor's invoice and a signed County voucher attesting to the delivery of the goods and services by some officer or duly designated employee of the using County 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 County entity.

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

**DELIVERY TIME:** Delivery time after award of contract may be a factor in award of contract.

**DELIVERY:** Will be to Union County Motor Vehicles Complex, 79 W. Grand St., Elizabeth, NJ 07202. Hours of operation are 7:30 AM to 4:00 PM Monday thru Friday. Delivery may be scheduled by contacting Motor Vehicles at (908) 659-7470 or (908) 659-7474.

**OPEN END CONTRACT:** It is the intent of the County to purchase, at minimum, ONE piece of the specified item. However, there may emerge a need for additional 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 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.

OPEN ENDED CONTRACT: PLEASE NOTE THAT THE ENSUING CONTRACT 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 TO BE PURCHASED IS ONE (1) AND THE MAXIMUM MAY BE UPTO FOUR (4).

**OPTIONS:** In the case of a discrepancy/contradiction between the standard equipment and the optional equipment specified, the optional equipment indicated shall always prevail.

**OTHER:** Operator, Parts and Service Manuals must be provided by vendor. Submit two copies of literature on the equipment being bid on. Total price to include all items listed in the specifications, freight, preparation, options, warranties and delivery.

**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.

Any questions regarding the bid can be emailed to [ucbids@ucnj.org](mailto:ucbids@ucnj.org) or faxed to the Division of Purchasing, clearly marked with the BID # and BID NAME, at (908) 558-2548. If necessary, the Purchasing Director will then issue a clarification.

### SPECIFICATIONS

#### **Custom Truck body to be installed on existing 2013 Ford F450 60" ca 4x4 Chassis Cab**

##### **PB9600 HEAVY DUTY RACK BODY**

**Platform Dimensions: 9'6" x 96"**

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

##### **6-1/4 – 10 Gauge Outer Rub rail**

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

##### **3" 10 Gauge Cross Members 12" Spacing**

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**5" Structural Channel – Long Sills**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10 Gauge Steel Treadplate Floor**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**42" x 96" 12 Gauge Stake Pocket Bulkhead with Expanded Metal Window**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Stake Racks- 42" Stake Racks 4 Slats 11 Gauge Reinforced Hat Stakes and 16 Gauge Formed Slats**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3/16" H/D Exterior Stake Pockets with 3/8" x 2" Rub Rails on Sides**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**LED Marker and Clearance Light Kit meets (FMVSS108)**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Primered and Painted Black**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tommygate 89-16TP42 1600 lb Railgate - Capacity: 1600 LBS.**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Drive System Roller Chain and Hydraulic Cylinder**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Platform Loadable Area 89 x 42 (W x D) plus 6 inch taper**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Platform Material Floor plate with raised lug pattern (treadplate)**

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Hydraulic System Enclosed Unit: All critical components are factory enclosed in main frame of gate providing protection from elements and damage. Easy access for servicing. Pressure Relief Valve: Prevents operator from overloading the platform. Cylinder Mounted Flow Control Valves: Prevents uncontrolled descent of platform.**

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Electrical System Control Unit: Moisture resistant toggle switch / deactivates 90 seconds after last operation (helps prevent unauthorized use) / timer reset and on-off button permanently and conveniently located on control unit and positioned under logo and bulls eye respectively. Circuit Breaker: 150 Amp Continuous, 3000 Amp Interrupt, 30 VDC, Watertight, Manual Reset. Mounted in-line with 4 AWG positive battery cable, protects vehicle in the event of an electrical short. Power/Ground Cable: Factory supplied 4 AWG ground cable molded with power cable. Provides a direct connection from liftgate to truck battery.**

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Drive Train Roller Chain: ANSI #50**

EXACT COMPLIANCE:  YES  NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Platform Security: A lockable platform latch with lock included. Self-Close Mechanism: Power open and close operation. Torsion Assist Bar:**

EXACT COMPLIANCE:  YES  NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Safety Trip Bar: The standard Safety Trip Bar, located below the Rail Gate's enclosed hydraulic and electrical systems, will immediately stop the upward movement of the platform if any object becomes trapped between the platform and the liftgate frame. Tommy Gate's Rail Gate Safety Trip Bar is standard safety equipment, exclusive to its class. Curb-side Fixed Control: Timer deactivates 90 seconds after last operation (helps prevent unauthorized use). Drop-In Style Latches and Platform Latch Lock Pressure Relief Valve: Prevents operator from overloading the platform Standard Recessed Light Kit**

EXACT COMPLIANCE:  YES  NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Lighting and Radios**

The following is a list of Emergency lighting and Radios to be installed. All lights to be wired to switchbox. All connections to be butt spliced and heat shrink tubing applied

**Troy Products center console model # CC-FHD11-20 installed between seats**

EXACT COMPLIANCE:  YES  NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



**Whelen model CCSRN3 Cencom Sapphire Controller for lights and siren controls**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Whelen model SA314B 100 watt speaker mounted in grille**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Whelen Edge Ultra Freedom 55" lightbar model FW2RRRR**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Install (4) Whelen ION light heads in grille of vehicle. (2) red and (2) blue**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Install (2) Whelen model M2D lightheads with black flanges on front fenders of vehicle**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Install (4) Whelan model VTX609J vertex lighthoods 2 each side of platform body**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Install (2) Whelan model M7J lighthoods on rear cover plate of liftgate**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Provide and install (1) Motorola APX6500 P25 mobile radio 700/800 mhz with antenna**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Provide and install (1) Motorola CDM1250 mobile radio uhf with antenna**

**Requesting Agency Will Provide Installer With Frequencies For Programming**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Additional Equipment**

**Tool Boxes - Install (2) aluminum toolboxes 1 each side under platform body. The driver side box is to be 24x24x48 with 2 barn doors, the passenger side box is to be 20x18x48 with a pullout drawer. Doors are to be weather protected with rubber seals. Doors must include flat lift up handles and lock.**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**97db Heavy Duty Back-Up Alarm mounted in rear of truck**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Flatbed Hitch Plate Bumper with 2-5/16" Combo Pintle**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7 Way Rv trailer plug**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**XD4000 dc powered air compressor installed in street side aluminum under body box. Unit to be mounted to mfg. supplied mounting bracket and wired to mfg. specifications. Compressor to have an adjustable pressure switch. On/Off switch to be dash mounted in cab of truck**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Air Hose Reel - A 3/8" x 50' retractable air hose reel to be installed in street side compressor. Air supply to be connected from dc compressor.**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Transfer Pump - Ingersoll Rand model 650717-c Fluid Transfer Pump to be supplied**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Wheel Simulators - Phoenix D.O.T. stainless steel Wheel Simulators to be installed on front and rear wheels**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 AND DELIVER **CUSTOM TRUCK BODY** FOR UNION COUNTY IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

<u>QUANTITY</u> (more or less)	<u>ITEM</u>	<u>TOTAL PRICE</u>
1	CUSTOM TRUCK BODY	\$ _____ (NOT TO EXCEED)

BRAND: \_\_\_\_\_

MAKE, MODEL: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

EXTENSION FORM FOR UNION COUNTY  
COOPERATIVE CONTRACT PURCHASING SYSTEM

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF UNION:

[  ] **CHECK HERE** IF WILLING TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO LOCAL GOVERNMENTAL CONTRACTING UNITS LOCATED WITHIN THE COUNTY OF UNION, UNION COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM # **CK-06-UNION** 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 CONTRACTING UNITS, SUBJECT TO THE OVERALL TERMS OF THE CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICE OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPECIFICATIONS.

[  ] **CHECK HERE** IF **NOT** WILLING TO EXTEND PRICES TO CONTRACTING UNITS LOCATED IN THE COUNTY OF UNION. THIS WILL NOT AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE COUNTY OF UNION.

IF THE LOWEST RESPONSIBLE RESPONSIVE BIDDER DOES NOT EXTEND HIS PRICES TO THE REGISTERED MEMBERS, THE CONTRACT FOR THE STATED NEEDS OF UNION COUNTY WILL BE AWARDED TO SAID LOWEST RESPONSIBLE RESPONSIVE BIDDER AND SPECIFICALLY **NOT** MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY.

\_\_\_\_\_  
Initial

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**

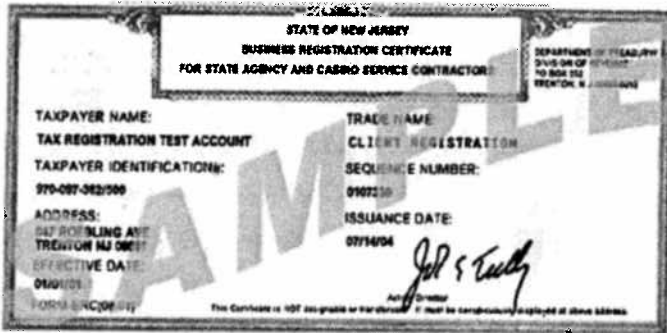
**BUSINESS REGISTRATION**  
**Mandatory Requirement**

**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	
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:	
	20041014112023533

ATTACH BRC HERE



**STOCKHOLDER DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the bidder/respondent 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.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

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

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

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

**Date Incorporated:** \_\_\_\_\_

**Where Incorporated:** \_\_\_\_\_

**BUSINESS ADDRESS:**

\_\_\_\_\_  
**Street Address**  
**Code**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State Zip**

\_\_\_\_\_  
**Telephone #**

\_\_\_\_\_  
**Fax #**

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

**STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)**

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this \_\_\_\_\_ day  
of \_\_\_\_\_

\_\_\_\_\_, 2 \_\_\_\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

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  
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 of warranty to this page.

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