



Virginia E. Haines, Freeholder Director
John P. Kelly, Freeholder Deputy Director
Gerry P. Little, Freeholder
Gary Quinn, Freeholder
Joseph H. Vicari, Freeholder

Michael J. Fiure, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent

**COUNTY OF OCEAN
ADMINISTRATION BUILDING
101 HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753**

BID

SPECIFICATIONS

FOR

***SERVICE AND MAINTENANCE AGREEMENT FOR
VARIOUS EQUIPMENT***

2019

Bid Category: Maintenance and Repair of Equipment - 16

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **SERVICE AND MAINTENANCE AGREEMENT FOR VARIOUS EQUIPMENT** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean at the Administration Building, 101 Hooper Avenue, Toms River, New Jersey, on **Tuesday, DECEMBER 10, 2019** at 11:00 A.M., prevailing time.

Specifications and form of proposal are on the **WEBSITE** or on file in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey and may be obtained upon request. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

*Bid Portal Site – <http://www.co.ocean.nj.us/ocbidportal.nsf>

The right to reject any and all bids is reserved in accordance with applicable law.

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

Signed: **VIRGINIA E. HAINES**
Freeholder Director

JENNIFER L. BOWENS
Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. All Bids:

- ***WILL BE OPENED PUBLICLY IN THE ADMINISTRATION BUILDING, ROOM 119, 101 HOOPER AVENUE, TOMS RIVER, NEW JERSEY, COMMENCING AT 11:00 A.M., PREVAILING TIME ON THE DATE SPECIFIED IN THE NOTICE TO BIDDERS.***
- ***MUST BE ENCLOSED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE BIDDER, THE NAME OF THE BID AND THE DATE OF BID OPENING.***
- ***WHICH ARE TO BE HAND DELIVERED THE DAY OF THE OPENING MUST BE TAKEN AND PRESENTED TO THE PURCHASING AGENT IN THE ADMINISTRATION BUILDING, ROOM 119, 101 HOOPER AVENUE, TOMS RIVER, NEW JERSEY, AT THE TIME THE BIDS ARE CALLED FOR.***
- ***WHICH ARE TO BE MAILED, MUST BE RECEIVED PRIOR TO 10:30 A.M., PREVAILING TIME ON THE DATE ON WHICH THEY ARE TO BE OPENED, AND SHALL BE MAILED TO THE:***

***CLERK OF THE BOARD OF FREEHOLDERS
101 HOOPER AVENUE - ROOM 328
P.O. BOX 2191
TOMS RIVER, NJ 08754-2191***

- ***THE COUNTY WILL NOT BE RESPONSIBLE FOR LATE MAIL DELIVERIES AND NO BIDS WILL BE ACCEPTED IF RECEIVED AFTER THE TIME STIPULATED IN THE NOTICE TO BIDDERS.***

2. Bidders shall complete and sign all documents included with the bid package. Failure to do so may be cause for rejection. ***Electronic/Stamp Signatures will not be accepted.*** Each bid **MUST** be signed in ink or ballpoint pen by person authorized to do so; photocopies will not be accepted.

Documents may include, but are not limited to:

- Non Collusion Affidavit
- Affirmative Action Questionnaire
- Signature Page
- Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)
- Disclosure of Investment Activities in Iran (Mandatory Document)
- Acknowledgment of Receipt of Addenda or Revisions (If Issued, Mandatory Document)
- Price Schedule (Mandatory Document)
- Any other documents that may be required in the specifications

3. The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.
4. In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.
6. The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. The coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

Liability arising out of the ownership, maintenance or use of any auto;

Auto non-ownership and hired car coverage.

Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of sub-contractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the County when requested.

7. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
8. NO BID SECURITY
9. NO PERFORMANCE BOND
10. Bidders must use the proposal form furnished by the County when submitting their bid.
11. A copy of bidder's New Jersey Business Registration Certificate should be included with the bid. If it is not, it will be required prior to award of the contract.
12. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
13. Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. The County will not pay interest or late fees regardless of language provided.
14. Contract will be awarded on a line item basis.
15. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.
16. Award will be made by Ocean County Board of Chosen Freeholders within sixty (60) days after receipt of bids.
17. Prevailing Wage & Labor Laws. The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at http://lwd.dol.state.nj.us/labor/forms_pdfs/lsse/ocean.pdf.
18. Equal or Tie Bids. The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.
19. The County of Ocean is exempt from any State sales tax or Federal excise tax.
20. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

21. Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.
22. The contract shall be in effect for one (1) year from date of award or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.
23. Bids may be hand delivered or mailed per legal notice to bidders. In the case of mailed bids, the County assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.
24. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.
25. All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.
26. Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.
 - All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
 - Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
 - Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.
27. This agreement shall not be assigned without the written consent of the County of Ocean.
28. NJ ONE CALL. By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.
29. Special Surety Bid Requirements for Certain Construction Projects. The attention of the bidder is called to the provisions of N.J.S.A. 2A:44-143 which requires that the County of Ocean shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

30. New Jersey Business Registration Requirements.

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

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

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

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

Please see samples of acceptable Business Registration Certificates on page 7 of specifications.

31. The County has established a "**COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM**" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is:

CK-02-OC

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Chosen Freeholders. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check (✓) the YES or NO box in the Proposal Page to indicate whether or not you will extend contract prices to all contracting units.


If neither box is checked, it will be understood that you will **NOT** extend prices.

32. Pay to Play Requirements. Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
33. Statement of Ownership. The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.
34. Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.
35. For further information regarding the specifications contact: Carmen F. Amato, Director, Printing & Graphic Arts Department at (732) 929-4751.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	<i>J.P. & Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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

ONE OF THESE DOCUMENTS MUST BE PROVIDED WITH THE BID OR PRIOR TO AWARD OF THE CONTRACT, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN.

	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

NON - COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

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

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

(Also type or print name of affiant under signature)

Subscribed and sworn to
before me this _____
day of _____, 20____.

Notary Public of
My commission expires

(REVISED 4/10)

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)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AFFIRMATIVE ACTION QUESTIONNAIRE

NOTICE TO ALL CONTRACTORS

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- Procurement and/or Service Company
- Professional Consultant
- Other _____

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:
 - (a) An existing federally approved or sanctioned affirmative action program.
 - (b) A New Jersey Certificate of Employee Information Report Approval.
 - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

Yes _____ No _____

 - (a) If yes, please submit a photocopy of such approval.
2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

Yes _____ No _____

 - (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY 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 COUNTY 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 COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY 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 COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY 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 provision 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 COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

SIGNATURE PAGE

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership

The undersigned is a Corporation under the law of the State

Individual

of _____, having principal offices
at _____.

NAME OF COMPANY, CORPORATION OR INDIVIDUAL
- PLEASE PRINT -

SIGNED BY: _____

PRINT NAME AND OFFICIAL TITLE

ADDRESS: _____

INCLUDE ZIP CODE

TELEPHONE: _____

E-MAIL ADDRESS _____

FEDERAL IDENTIFICATION NO. _____

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	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 non-corporate 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	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 Ocean 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 the County of Ocean to notify the County of Ocean 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 Ocean to declare any contract(s) resulting from this certification void and unenforceable.

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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 party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed below nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. 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 a detailed, 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.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.

Name _____	Relationship to Bidder _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder 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 the County of Ocean is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Bidder: _____

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

BID DOCUMENT CHECKLIST

Bid Title: SERVICE AND MAINTENANCE AGREEMENT FOR VARIOUS EQUIPMENT

Items Submitted
(Bidder's Initials)



A. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS MANDATORY CAUSE FOR REJECTION OF BID.

- | | | |
|----------|---|-------|
| <u>X</u> | Statement of Ownership (N.J.S.A. 52:25-24.2) | _____ |
| <u>X</u> | Acknowledgment of receipt of addenda or revisions (if issued) | _____ |
| <u>X</u> | Disclosure of Investment Activities in Iran | _____ |
| <u>X</u> | Price Schedule | _____ |

B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF BID.

- | | | |
|----------|---|-------|
| <u>X</u> | Non-Collusion Affidavit | _____ |
| <u>X</u> | Affirmative Action Questionnaire | _____ |
| <u>X</u> | Signature Page | _____ |
| _____ | Catalogs/Price Lists | _____ |
| _____ | Certification of Available Equipment | _____ |
| _____ | Compliance Responses | _____ |
| _____ | Contractor's Data Sheet | _____ |
| _____ | Descriptive Literature and Technical Specifications | _____ |
| _____ | Product Samples | _____ |
| _____ | References | _____ |
| _____ | Other: | _____ |

C. DOCUMENTS REQUESTED TO BE INCLUDED WITH THE BID

- | | | |
|----------|---|-------|
| <u>X</u> | Copy of Bidder's New Jersey Business Registration Certificate | _____ |
| _____ | Copy of Bidder's Public Works Contractor Registration Certificate | _____ |

D. THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.

ADDENDUM ACKNOWLEDGMENT

COUNTY OF OCEAN

ADDENDUM NO: _____

ADDENDUM NO: _____

ADDENDUM NO: _____

ACKNOWLEDGMENT

PROJECT ENTITLED: _____

Acknowledgment is hereby made of the receipt of Addendum No. _____ containing information for the above referenced project.

BIDDER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE: WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF BIDDING. FAILURE TO DO SO WILL RESULT IN BID REJECTION.

SERVICE AND MAINTENANCE AGREEMENT FOR VARIOUS EQUIPMENT

INTENT

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the services described and specified herein.

NO ASSIGNMENT

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

OWNERSHIP DISCLOSURE

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.P.L. 1977, Chapter 33.

BID REVIEW

Bids may be reviewed once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the openings for any interested party that may wish to review them.

AVAILABILITY OF FUNDS

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

RATE SCHEDULE

The principal period of maintenance will be 8:00 A.M to 5:00 P.M, Monday through Friday. The successful vendor must have the ability to provide emergency service at all other times during the week, including Sundays and Holidays.

PREVENTATIVE MAINTENANCE

Preventative maintenance shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. This service may be performed in connection with corrective maintenance. Preventative maintenance shall consist of lubrication, necessary adjustments, replacement of unserviceable parts and shall be performed per manufacturer's guidelines. This includes parts, labor & travel time.

CORRECTIVE MAINTENANCE

Corrective maintenance shall consist of on-call remedial maintenance including replacement of unserviceable parts.

Corrective maintenance shall include the maintenance, repair and upgrade of software and hardware associated with bid items 1 and 6.

Corrective maintenance will include parts, labor and travel time.

RESPONSE TIME

The vendor shall list a telephone number that is answered by a dispatcher from the hours of 8am to 5pm EST, Monday through Friday. If available, the vendor will provide a 24 hour service telephone number so a service call can be placed.

Response time by the vendor after receipt of a request from the County, shall be no later than the next business day. No vendor shall perform any work without receipt of a confirming purchase order number.

PARTS

Bidder shall have full service facility stocked with parts capable of performing all maintenance service to ensure efficient and economic maintenance of the equipment and to reduce down time.

Parts will be furnished on an exchange basis when installed by the vendor's service personnel and will be new parts or parts equivalent to new, in performance, when used in this equipment. Replaced parts shall become the property of the vendor.

EXCLUSION

It shall be agreed that the vendor is not required to provide maintenance or make any repairs, replacements or renewal necessitated by reason of negligence or misuse or abuse of the equipment by the purchaser, its agents, employees, invitees or operators, or by reason of any other cause beyond vendor's control, except ordinary wear and tear.

TERMINATION

The contract may be terminated by either party upon thirty (30) days written notice at any time except that such termination shall not occur sooner than the end of the sixth (6th) month of the contract.

CONTRACT TERM

The contract shall be in effect for one (1) year from date of award or until delivery is complete unless otherwise stated. The County reserves the right to delete or add items as needed, at contract pricing.

CONTRACT

This agreement shall constitute the entire contract between the parties and cannot be modified, except in writing signed by both the vendor and purchaser.

MODIFICATIONS & WITHDRAWALS

Telegraphic or Electronic bids will not be considered. Bids may be withdrawn based on written request received from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request shall be signed by the bidder or proper corporate officers.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

LIST OF EQUIPMENT

1. (1) Apple iMac Desktop Computer, Serial # W89510SH5PK
2. (1) Baum 15 Folder, Model #2015
3. (1) Challenge EH-3C 3 Hole Punch Drill, Serial # 065426
4. (1) Challenge Titan 265XG, 26 Inch Paper Cutter, Serial # 081788
5. (1) GBC Magnapunch, Serial #TC62228E
6. (1) Graphic Whizard GW3000 Numbering System, Serial #2105189
7. (2) MacPro Computer Towers, Serial #'s F5KMT0Q8F9VM and F5KMT1U6F9VM
8. (5) Parker Powis Fastback Model #15, Serial #'s 2028, 10311, 13713, 15607, and 17137
9. (2) Parker Powis Fastback Model #20, Serial #'s 1778 and 1781
10. (5) Parker Powis Printer Model #31, Serial #'s 01450, 02828, 03311, 03442 and 03651
11. (1) Pegasus 2R6 12TB, Serial # QVL042008782
12. (1) Presstek DPM34C Digital Platemaker, Serial #58-1109
13. (1) Presstek Scanmaster, Serial #W6836B00289
14. (1) Canon Image ProGraf IPF815, Serial #AAKJ0146

All Equipment listed above is located at:

Ocean County Printing & Graphic Arts Department
162 Chestnut Street
Toms River, NJ 08753

Contact: Carmen F. Amato
Director
(732) 929-4751

Proposal for the furnishing and delivery of **SERVICE AND MAINTENANCE AGREEMENT FOR VARIOUS EQUIPMENT** for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

() - YES () - NO

PRICE SCHEDULE

Item #	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price
1	Maintenance and Service of: (1) Apple iMac Desktop Computer, Serial # W89510SH5PK	12	MO	\$ _____	\$ _____
2	Maintenance and Service of: (1) Baum 15 Folder, Model #2015	12	MO	\$ _____	\$ _____
3	Maintenance and Service of: (1) Challenge EH-3C 3 Hole Punch Drill, Serial #065426	12	MO	\$ _____	\$ _____
4	Maintenance and Service of: (1) Challenge Titan 265 XG 26 Inch Paper Cutter, Serial # 081788	12	MO	\$ _____	\$ _____
5	Maintenance and Service of: (1) GBC Magnapunch, Serial # TC62228E	12	MO	\$ _____	\$ _____
6	Maintenance and Service of: (1) Graphic Whizard GW3000 Numbering System, Serial # 2105189	12	MO	\$ _____	\$ _____
7	Maintenance and Service of: (2) MacPro Computer Towers, Serial #'s F5KMT0Q8F9VM and F5KMT1U6F9VM	12	MO	\$ _____	\$ _____
8	Maintenance and Service of: (5) Parker Powis Fastback Model #15, Serial #'s 2028, 10311, 13713, 15607 and 17137	12	MO	\$ _____	\$ _____
9	Maintenance and Service of: (2) Parker Powis Fastback Model #20, Serial #'s 1778 and 1781	12	MO	\$ _____	\$ _____
10	Maintenance and Service of: (5) Parker Powis Printer Model #31, Serial #'s 01450, 02828, 03311, 03442 and 03651	12	MO	\$ _____	\$ _____
11	Maintenance and Service of: (1) Pegasus 2 R6 12TB, Serial # QVL042008782	12	MO	\$ _____	\$ _____

Item #	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price
12	Maintenance and Service of: (1) Presstek DPM34C Digital Platemaker, Serial # 58-1109	12	MO	\$ _____	\$ _____
13	Maintenance and Service of: (1) Presstek Scanmaster, Serial # W6836B00289	12	MO	\$ _____	\$ _____
14	Maintenance and Service of: (1) Canon Image ProGraf IPF 815, Serial # AAKJ0146	12	MO	\$ _____	\$ _____

NOTE: Monthly Charge MUST be submitted with Bid Proposal

Contact Name: _____

Telephone Number: _____

List the primary location from which the technicians will respond for service calls: _____