

**NOTICE TO BIDDERS**

Sealed bids will be received and opened at the Middlesex County Purchasing Agent's Office, Middlesex County Administration Building, 75 Bayard Street, 3<sup>rd</sup> Floor, New Brunswick, New Jersey 08901 on **DECEMBER 3, 2013** or **9:30AM** Current for **THE FURNISHING OF CDL/SAFETY SENSITIVE DRUG AND ALCOHOL TESTING SERVICES REQUIRED BY THE MIDDLESEX COUNTY OFFICE OF HUMAN RESOURCES**

Specifications and forms of bid for the proposed material, prepared by the Purchasing Department, have been filed in the Office of the Purchasing Agent, Middlesex County Administration Bldg., 75 Bayard St., 3<sup>rd</sup> Floor, New Brunswick, New Jersey 08901, and may be inspected by prospective bidders during business hours. **Bid specification may be downloaded from our web site at <http://co.middlesex.nj.us/purchasing/publicnotice.asp>**

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

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

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

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

**If Bid Security** is required on any bid it shall be submitted as instructed by the Bid Specifications.

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

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

ANN V. HARTWICK, QPA  
PURCHASING AGENT

**2014  
SPECIFICATIONS  
FOR  
THE FURNISHING  
OF  
CDL/SAFETY SENSITIVE DRUG  
AND  
ALCOHOL TESTING SERVICES  
REQUIRED BY  
THE MIDDLESEX COUNTY  
OFFICE  
OF  
HUMAN RESOURCES  
  
COUNTY OF MIDDLESEX  
STATE OF NEW JERSEY**

**PURCHASING OFFICE**

**PREPARED: NOVEMBER 2013  
FINAL VERSION**

SCHEDULE

BID # B-14-23

ADVERTISEMENT	NOVEMBER 15, 2013
RECEIPT OF BIDS	DECEMBER 3, 2013
ANTICIPATED DATE OF AWARD	JANUARY 16, 2014

**GENERAL CONDITIONS**

**G 1.0 TRANSPORTATION COSTS**

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

**G 1.1 PATENTS**

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**G 1.2 ACCIDENTS, INJURIES, DAMAGES**

If it becomes necessary for the vendor, either as principal or by agent or employee, to enter upon the premises or property of the County in order to construct, erect, inspect, make delivery or remove property hereunder, the vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precaution, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the County from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any city or borough ordinance regulation, or the laws of the State, or the United States, while the said work is in progress.

Contractor will carry insurance to indemnify the County against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the Contractor or his employees or agents, and shall provide certificates of such insurance to the County.

**G 1.3 AWARD OF BID**

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

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

**GENERAL CONDITIONS (CONT'D)**

**G 1.4 COMPLIANCE WITH LAWS**

Bidder shall comply with all laws relating to sale of and purchase by County Governments and Municipal Corporations insofar as they pertain to the purchase made under this Contract and will pay prevailing wages as provided by law.

**G 1.5 ASSIGNMENTS**

The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or his rights, title, or interest in or to the same of any part thereof, without previous consent, in writing to the County, endorsed upon or attached to each copy of the Contract; and he shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract, unless by and with consent signified in like manner.

If the bidder shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract in whole or in part or of its right, title or interest therein, or any of the monies to become due under the Contract to any person, firm or corporation, the Contract may, at the option of the County, be revoked and annulled, and the County thereupon relieved and discharged from any and all liability and obligations growing out of the same to the bidder and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the bidder for the benefit of his creditors made pursuant to the statutes of the State of New Jersey; and no right under this Contract or to any money to become due hereunder, shall be asserted against the owner in law or in equity by reason of any so-called assignment of this contract, or any part thereof, or any monies to grow due hereunder unless authorized as aforesaid by the written consent of the County.

**G 1.6 SIGNATURE ON BIDS**

Bids must be signed in ink by the vendor; all quotations shall be made with typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by bidder in ink. Unit prices and totals are to be inserted in the spaces provided. Failure to sign and give all information in the bid may result in the bid being rejected.

**G 1.7 BID FORM**

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

**G 1.8 QUANTITIES**

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

**GENERAL CONDITIONS (CONT'D)**

**G 1.9 GUARANTEE**

The bidder guarantees that the item is of first quality throughout and complies in all respects to the standards regularly sold by the manufacturer in the lines ordered. All items to be guaranteed for one year after date of acceptance or if the manufacturer prescribes a guarantee of greater duration, the latter time period of the guarantee will control.

**G 1.10 BID**

By submitting a bid, the bidder covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met, that he fully understands his obligations, and that he will not make any claim for, or have right to, cancellation or relief, without penalty of the Contract, because of any misunderstanding or lack of information.

**G 1.11 FAILURE TO PERFORM, REMUNERATION OF INSPECTORS**

If any wages are required to be paid by the County to any inspector or inspectors necessarily employed by it or any work required by these specifications for any number of days in excess of the number allowed in these specifications for performance of the work, the County may deduct from the contract price any such wages paid or to be paid.

**G 1.12 RESCISSION OF CONTRACT**

The County of Middlesex reserves the right to rescind any contract which it has awarded, prior to the commencement of work under said contract. The right to rescind may be exercised by the County of Middlesex when, in its sole discretion, it determines that rescission is in the best interests of the County. The County shall reimburse the contractor for reasonable out-of-pocket expenses which were incurred between the time the contract was awarded and the date of rescission.

**G 1.13 AFFIRMATIVE ACTION**

Please see exhibit "A".

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

**G 1.14 DISCLOSURE**

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

**GENERAL CONDITIONS (CONT'D)**

(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. Form of Statement shall be completed and attached to the bid proposal.

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.

**G 1.15 MANDATORY INQUIRY REQUIREMENTS**

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**G 1.16 LEGAL INTERPRETATION**

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

**G 1.17 MULTI-YEAR CONTRACTS**

Multi-Year Contracts as awarded shall be subject to the availability and appropriation annually of sufficient funds required to meet any award obligation extending beyond a twelve (12) month period. This is in accordance with Local Public Guidelines and Contract Regulations.

**G 1.18 RIGHT TO KNOW**

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**G 1.19 FORM OF CONTRACT**

It is understood that the bid specifications, the bid which is submitted in response thereto, the resolution adopted by the Middlesex County Board of Chosen Freeholders accepting the bid shall constitute a binding contract between the County of Middlesex and the successful bidder.

**G 1.20 PAYMENTS TO SUBCONTRACTORS AND MATERIALMAN**

The successful bidder and/or its bonding company shall be responsible for indemnifying and holding the County of Middlesex harmless from any and all actions instituted by a subcontractor and/or materialman for the failure by the contractor or its bonding company to make timely payment for work provided to the contractor or bonding company. The contractor and/or

**GENERAL CONDITIONS (CONT'D)**

bonding company shall further be responsible for payment for any and all services provided by any consultant or agent of Middlesex County in connection with any suit or action filed by a subcontractor or materialman.

**G 1.21 BUSINESS REGISTRATION CERTIFICATE**

(a) Each bidder must submit a copy of its Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. If a BRC is not submitted with the bid, the contractor shall submit it to the County of Middlesex, prior to the award of the contract. The bidder has to have obtained the BRC prior to the receipt of bids. If the County determines that the BRC as not obtained prior to the date when bids were received, the bid shall be rejected.

(b) Each contractor shall include copies of the Business Registration Certificate for all subcontractors which it will use in carrying out the contract. If the subcontractors' BRC is not submitted with the bid, the contractor shall submit it to the County of Middlesex prior to the award of the contract. The bidder and the subcontractor(s) have to have obtained the BRC prior to the receipt of bids. If the County determines that the BRC as not obtained prior to the date when bids were received, the bid shall be rejected.

(c) Prior to the County making final payment on any contracts, the contractor must submit to the County an updated list of its subcontractors, together with their current business addresses and proof of continued business registration of each subcontractor or supplier used in fulfilling the contract or attest that no subcontractors were used.

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

Business Registration filing instructions are available on web site:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

**G 1.22 NON-COLLUSION AFFIDAVIT**

To ensure that the bidder has not participated in any collusion, directly or indirectly, with any other bidder or public entity representative, or otherwise taken any action in restraint of free and competitive bidding, all bidders shall properly execute and submit the attached Non-Collusion Affidavit with the bid. Failure to do so will result in rejection of the bid.

**G 1.23 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

In accordance with P.L 2012, c.25 (N.J.S.A. 52:32-55), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract is required to certify, at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on the list of persons or entities determined by the NJ Department of the Treasury to be engaged in



**GENERAL CONDITIONS (CONT'D)**

investment activities in Iran as described in subsection f. of section 2 of the act. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

If the local contracting unit determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L.2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59). The local contracting unit may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

This is a mandatory submittal. Failure to submit the required certification is cause for the bid to be rejected.

(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.

**EXHIBIT A (Cont)**

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 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.**

**SUPPLEMENTAL GENERAL CONDITIONS**

**S 1.0 FEDERAL TAX AND STATE SALES TAX**

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

**S 2.0 CONTRACT PERIOD**

The Contract shall be in effect from on or about January 1, 2014 until December 31, 2014. The County shall have an option to extend the contract for a second year at the original bid prices, terms and conditions, which option shall be subject to the availability of funds and approval of the Middlesex County Board of Freeholders. Any services ordered or made within thirty (30) days after the Contract expires or any extension thereof shall be under the same terms and conditions specified in the bid and contract prices submitted by the vendor, unless said vendor indicates, in writing, thirty (30) days prior to the Contract Expiration or extension that it will not be bound by said terms, conditions and contract prices.

**S 2.1 CANCELLATION CLAUSE**

The County of Middlesex shall have the right to cancel the Contract entered into with the successful bidder (s) at any time during the Contract Period with a thirty (30) day Notice of Cancellation.

**S 3.0 TIME FOR CONTRACT AWARD**

The Award of the Contract(s) or the rejection of the bid (s) shall be made within sixty (60) days of the date of opening of bids. If the County deems it to be in its best interest to extend the time within which to award the contract by an additional thirty (30) days, it shall request, in writing, that each bidder consent to such extension. Any bidder who agrees to such extension shall so signify by advising the County, either orally or in writing, within three (3) days after the receipt of the County's request. In the event of such extension, the County shall make the award or reject such bids on or before the 90th day after the date of opening of the bids.

**S 4.0 METHOD OF AWARD**

The method of award shall be based on the Lowest Total Lump Sum Amount as submitted on the Bid Sheet for items 1 and II. Bids considered shall meet all the requirements as outlined in the Detail Specifications.

Bidders are invited to offer prompt payment discounts for invoices that are processed and paid within thirty (30) days of the **receipt of the invoice**. This discount shall not have any effect or bearing on the above mentioned method of award.

**S 4.1 PROMPT PAYMENT CLAUSE**

Middlesex County will receive a discount equal to a percentage (as set forth on the Bid Sheet) of

**SUPPLEMENTAL GENERAL CONDITIONS (CONT'D)**

the amount of each invoice processed and paid within thirty (30) days of the **receipt of the invoice**. "Processed and Paid" shall mean the issuance of a check and the mailing of same on or before the 30<sup>th</sup> day. The discount will be deducted from the amount of the invoice and a net check issued to the vendor. The discount listed will not have any effect or bearing on the method of award of the contract.

**S 4.2 ALTERNATE BIDS**

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

**S 4.3 UNIT PRICES**

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

**S 5.0 PROTECTION OF ITEMS AND PROPERTY**

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

**S 6.0 BIDDER'S INSURANCE**

The bidder shall procure and maintain:

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

**SUPPLEMENTAL GENERAL CONDITIONS (CONT'D)**

**S 7.0 CERTIFICATES OF INSURANCE**

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

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

**S 8.0 AMERICAN PRODUCTS**

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**S 9.0 PAYMENTS/COMMODITIES/SERVICES (WHERE APPLICABLE)**

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

**S 9.1 PAYMENT CONSTRUCTION CONTRACTS (WHERE APPLICABLE)**

The contractor shall submit a request for payment on the **15<sup>th</sup>** day of each month. The request for payment shall be accompanied by a signed Middlesex County voucher/purchase order and documentation specifying the items for which payment is requested. The request for payment and all accompanying documents shall be submitted to the County's consulting engineer or, in the event no consulting engineer is utilized, to the County Engineer or other designated County representative. If within twenty (20) days of the receipt of the request for payment either the County Engineer, designated County representative or the consulting engineer whichever is appropriate, questions any item or items contained in the request for payment, the engineer shall notify the contractor as to the items in question and the amounts withheld from the pending payment. All requests for payment which are not in dispute shall be paid within thirty (30) days after receipt by the County.

The contractor acknowledges that all periodic payments, final payments and release of retainage monies require formal approval of the Board of Chosen Freeholders at a regularly scheduled public meeting. In the event that a regularly scheduled public meeting does not occur within thirty (30) days from the receipt of a request for payment, the payment shall be approved at the next regularly scheduled public meeting thereafter and payment made during the next payment cycle.

**SUPPLEMENTAL GENERAL CONDITIONS (CONT'D)**

**S 10.0 LABOR**

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

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

**S 11.0 DEFAULT OF CONTRACTOR**

The Board of Chosen Freeholders shall have the right in case of failure, neglect or the refusal of the contractor to do the work specified satisfactorily, to terminate the Contract at the expiration of a three (3) day written notice to the contractor and surety served upon them at their last known address according to the records of the County of Middlesex. At the expiration of said notice, the County may, at its option, proceed to perform said work itself or enter into a Contract for the performance thereof for the balance of the term provided, however, that the person, firm or corporation chosen by the surety is approved by the County. Where the County proceeds to perform the work itself or enters into a Contract for the performance for the balance of the term, the County shall deduct the cost thereof from the payments due to or grown due and the contractor shall be liable for such deficiency. If the County shall declare the said Contract in default, in the whole or in any particular, such declaration of default shall in no way relieve or affect the liability of the contractor and his surety for breach of any of the covenants and conditions of said Contract.

**S 12.0 EXCEPTIONS TO BID SPECIFICATIONS**

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

**S 13.0 COOPERATIVE PURCHASING PROGRAM**

The County of Middlesex has formed the MIDDLESEX COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM (218MCCCPS) whereby approval of the successful vendor, ALL local units located within the geographical boundary of the County may procure the provision and performance of goods and services for their own needs, subject to the specifications, terms and conditions set forth in the contract awarded by the County. Membership is not required for all entities within the geographical boundaries of Middlesex

**SUPPLEMENTAL GENERAL CONDITIONS (CONT'D)**

County.

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

**S 14.0 BUSINESS ENTITY ANNUAL STATEMENT PURSUANT TO CH..271, P.L.2005**

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

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

**Copies of Form BE and the filing instructions are available on ELEC's website: [www.elec.state.nj.us](http://www.elec.state.nj.us).**



**DETAIL SPECIFICATIONS**

**D 1.0 INTENT**

It is the intent of these specifications to provide to prospective responders the requirements for CDL/Safety Sensitive Drug and Alcohol Testing Services required by The Middlesex County Office of Human Resources

**D 2.0 PROVIDER RESPONSIBILITIES**

Provide drug and alcohol specimen collections and laboratory testing at a DATIA certified site for all commercial license drivers and safety sensitive personnel pursuant to the rules and regulations of the Federal Highway Administration (FHWA 49 CFR Part 40), Federal Transit Administration (FTA) 49 CFR Part 40 or Part 655 and Part 382, US Department of Transportation, the Omnibus Transportation Employee Testing Act of 1991, and The County of Middlesex Alcohol and Drug Testing Policy and Procedure Manual.

**D 3.0 FAMILIARIZATION**

Prospective bidders/proposers are hereby required to completely familiarize themselves with the scope of work required and the conditions to be met by conferring with Ruth Clark, @ (732) 745-4058 at the Office of Human Resources. Said bidder/proposer covenants and agrees that he has satisfied himself with his own investigation of the conditions to be met and that he fully understands his obligation and that he will not make any claim for or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information. This is an important and irrevocable part of any resulting contract.

**D 4.0 MEDICAL REVIEW-OFFICER (MRO) AND CERTIFIED SUBSTANCE ABUSE PROGRAM ADMINISTRATOR (C-SAPA)**

Provide certified medical review officer MRO Services for verification, interpretation, notification and reporting of test results and any other required Employee follow up services and documentation of results, along with all other tasks described in 49 CFR sub-part G.

Vendor shall have a qualified (MRO) with knowledge of the various substances the Federal Highway Administration (FHWA 49 CFR Part 40), Federal Transportation Administration (FTA 49CFR Part 40 or Part 655 and Part 382), the U S Department of Transportation, the Omnibus Transportation Employee Testing Act of 1991, and the County of Middlesex Alcohol and Drug Testing Policy and Procedure Manual require and their protocols, as well as ability to analyze results to reach a final conclusion regarding each employee's test results. Each Medical Review Officer (MRO) shall need to be re-qualified-including passing an examination given by an MRO training organization- every five (5) years. The vendor shall have at least one (1) certified substance abuse program administrator (C-SAPA) on staff at the time the bid is in place, however if such individual is not on staff at the time of the bid, one shall be secured within three (3) months from the Date of the Contract Awarded.

**DETAIL SPECIFICATIONS (CONT'D)****D 5.0 SECTIONAL LISTS**

The County shall provide two selection lists, one for FHWA regulated CDL and safety sensitive employees and one for FTA regulated CDL and safety sensitive employees. Vendor must devise, maintain and accurately report to the County, using the Employee Identification Number, not Social Security Number, record of a computerized employee random selection lists on a monthly basis from the separate selection lists, using the Employee Identification, not Social Security Number, the percentage of employees per substance for testing per the Federal Highway Administration (FHWA 49 CFR Part 40), Federal Transportation Administration (FTA 49CFR Part 40 or Part 655 and Part 382), the US Department of Transportation, the Omnibus Transportation Employee Testing Act of 1991, and the County of Middlesex Alcohol and Drug testing Policy and Procedure Manual. The record keeping and reporting requirements include the Federal Highway Administration (FHWA 49 CFR Part 40), Federal Transportation Administration (FTA 49CFR Part 40 or Part 655 and Part 382), the US Department of Transportation, the Omnibus Transportation Employee Testing Act of 1991, and the County of Middlesex Alcohol and Drug Testing Policy and Procedure Manual or the County of Middlesex Office of Human Resources.

**D 6.0 RECORDS AND REPORTS**

Maintain all records and reports in a secure and confidential area and retain them in accordance with the records retention schedule established by the Federal Highway Administration (FHWA 49 CFR Part 40) Federal Transportation Administration FTA 49CFR Part 40 or Part 655 and Part 382) the U S Department of Transportation, the Omnibus Transportation Employee Testing Act of 1991 and the County of Middlesex Alcohol and Drug Testing Policy and Procedure Manual. The record keeping and reporting requirements include any monthly, quarterly and annual reports that may be required by the Federal Highway Administration (FHWA 49 CFR Part 40) Federal Transportation Administration, FTA 49CFR Part 40 or Part 655 and Part 382, the U S Department of Transportation, the Omnibus Transportation Employee Testing Act of 1991 and the County of Middlesex Alcohol and Drug Testing Policy and Procedure Manual or the County of Middlesex Office of Human Resources. Vendor must prepare reports and supply same to the County.

**D 7.0 AVAILABILITY**

Vendor must have a stationary twenty-four (24) hour facility to provide drug and alcohol collections and testing service within fifteen (15) miles of the New Brunswick area. Once the contract is in effect, the laboratories shall have all necessary supplies and be instructed that our Policy's procedures are also to be followed. If an emergency service company has to be used during the County's regular working hours of 5:00 A.M. to 10:00 P.M, the County shall not be responsible for any costs over and above the successful bidder's fee for drug and alcohol testing as listed on the bid sheet.

**DETAIL SPECIFICATIONS (CONT'D)**

**D 7.1 OFF HOUR TESTING SERVICES**

In the event testing needs to be done outside the collection site's normal business hours, the successful vendor shall provide an approved alternate stationary site for required testing at the cost listed on the Bid Sheet.

**D 8.0 TESTING FACILITY COLLECTION SITE LOCATION**

The successful bidder shall perform all tests initial and split at a location within a driving radius of not more than fifteen (15) miles from the County Administration Building at 75 Bayard Street, New Brunswick, NJ 09801 and shall provide necessary personnel to testify at a hearing or trial on sample collection, storage, transfer, testing and results.

**D 8.1 TESTING LABORATORIES LOCATION**

The testing laboratory used to test specimens (both initial and split specimen) shall be within ninety (90) miles radius of the County Administration Building, 75 Bayard Street, New Brunswick, NJ 08901 and shall provide necessary personnel to testify at a hearing or trial on test results and sample handling.

**D 9.0 NUMBER OF PARTICIPANTS**

Safety Sensitive/CDL participants are approximately 266. The further approximated breakdown for random selection includes 163 in the FHWA selection pool and 103 in the FTA selection pool.

**D 10.0 TYPES OF TESTING REQUIRED**

Urine Drug Testing and Breath Alcohol testing must strictly adhere to 49 CFR parts 40 & 655. The vendor shall collect and have the ability to split and store both specimens, and if necessary, transport upon request second split specimen to another laboratory within ninety (90) mile radius from the County Administration Building, 75 Bayard Street, New Brunswick, NJ 08901.

Laboratory utilized for all testing must follow 49 CFR part 40 procedures. Further the vendor shall supply all testing and reporting supplies.

**D 11.0 SUBSTANCE TO BE TESTED**

CDL/Safety Sensitive Population:

**Drug:** DOT DRUG PANEL

DOT DRUG PANEL W/TS (DOT PANEL W/Testsure)

**DETAIL SPECIFICATIONS (CONT'D)**

**Ten (10) Panel to Include:** Amphetamines, Barbiturates, Benzodiazepines, Marijuana, Cocaine, Metabolites, Opiates Metabolites, Methadone, Methaqualone, Phencyclidine, Propoxyphen.

Additions/Changes to currently regulated drug panel as required by regulatory agencies.

**Alcohol:** Testing of any alcohol concentration for CDL participants and obtaining confirmation for any positive result.

**D 12.0 EVENTS FOR TESTING**

**DRUG**

**ALCOHOL**

Pre-employment/Pre-duty  
Random (50% of CDL/SS)  
Post Accident  
Follow-up  
Reasonable Suspicion  
Return to duty

Pre-employment/Pre-duty  
Random (25% of CDL/SS)  
Post Accident  
Follow up  
Reasonable Suspicion  
Return to duty

**D 13.0 COUNTY CDL/SS DRUG & ALCOHOL POLICY**

Vendor shall familiarize itself with the County CDL/SS Drug and Alcohol Testing Policy and keep the County Office of Human Resources, abreast of any changes in order to ensure the County is in compliance with the Federal Highway Administration (FHWA 49 CFR Part 40), Federal Transportation Administration (FTA 49CFR Part 40 or Part 655 and Part 382), the US Department of Transportation and the Omnibus Transportation Employee Testing Act of 1991 regulations and mandates. The vendor must read and verify that the County's current policies meet regulations at all times during the contract. Upon awarding of the contract, the vendor must supply written proof that the County's current policy has been reviewed and is in compliance with all aforementioned authorities. If changes are necessary to reach compliance, then a detailed explanation along with corresponding backup shall be provided. Such a review and process must be completed quarterly. Further the vendor shall save, protect, indemnify and hold the County harmless from any damages or penalties which may be assessed due to either the failure of the County Drug and Alcohol Testing Policy to comply with all Federal Regulations during the term of the contract or the vendor to follow the established policies and procedures.

**D 14.0 VENDOR CONTACT PERSON**

Vendor shall submit with its bid the name, address, and phone number of contact person responsible for the day-to-day operations and the 24-hour emergency service operation. The vendor shall also submit with its bid the name and copies of all licenses and required training certifications for the individual (s) who will serve as the MRO, and those persons and facilities who will participate in the collection and review of the specimens required to be taken under this contract. Failure to provide any of the above shall be grounds for rejections of the bid.

**DETAIL SPECIFICATIONS (CONT'D)**

**D 15.0 TRAINING**

Upon County's request, vendor must be prepared to provide training for CDL/Safety Sensitive population. Training must comply with the requirements of all appointing authorities as well as the County's policy; therefore training would have to be categorized for the general CDL/SS employee as well as for the supervisory CDL/SS employee. Kindly submit on the Bid Sheet the cost of approximately five (5) two (2) hour training sessions which may or may not be required during the contract period.

**D 16.0 LEGAL REPRESENTATION**

The appropriate personnel shall be made available, at no additional cost, to testify at Departmental disciplinary hearing and/or appeals filed either with the New Jersey Civil Service Commission or the New Jersey Superior Court, depending on where the employee files an appeal, in those situations when an employee is subject to disciplinary action as a result of a positive test with the New Jersey Civil Service Commission, in those situations when an employee is subject to disciplinary action as a result of a positive test.

**D 17.0 SECURITY**

The vendor shall provide documentation that they have in place database security in compliance with the regulatory requirements of HIPAA.

The successful vendor shall provide documentation that they have provisioned software and/or other mechanisms to defend against database attacks including SQL injections, multiple escalations, and zero day hacks that exploit database specific vulnerabilities.

Since a majority of the data breaches originate from insiders, the successful vendor shall provide documentation describing methods in place to document database activity monitoring.

Vendors shall comply with attached HIPAA security policy documentation that policies and procedures are in place for authorizing Electronic Protected Health Information (EPHI) in accordance with HIPAA privacy rule §164.568 and HIPAA Security Guidance or other applicable rules. The vendors shall note that the link to the HIPAA Security Guidance is [WWW.CMS.HHS.Gov](http://WWW.CMS.HHS.Gov) the vendor once in the site should follow the link under "Regulations and Guidance" for HIPAA Educational Materials. There the vendor will find the "Security Series of Papers" which will provide an overview of the regulatory requirements of the HIPAA Security Rule ([WWW.CMS.HHS.GOV/EDUCATIONMATERIALS](http://WWW.CMS.HHS.GOV/EDUCATIONMATERIALS)).

**DETAIL SPECIFICATIONS (CONT'D)**

**D 18.0 CONTACT INFORMATION**

Any Questions pertaining to this bid specification, please contact Ann Grover 732-745-3278 or by email, [ann.grover@co.middlesex.nj.us](mailto:ann.grover@co.middlesex.nj.us).

COUNTY OF MIDDLESEX  
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

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

**A. GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS (Exhibit A)**

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

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

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

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

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

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

**B. CONSTRUCTION CONTRACTS (Exhibit B)**

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial Project Workforce Report (Form AA 201) in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer (Form AA 202).

**Will you comply with reporting indicated above? Yes  No**

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

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

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

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

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

**RESOLUTION**

RESOLVED, that the following named officers:

(1)

Be and hereby are authorized and empowered to sign and submit to the County of Middlesex the attached proposal and further that said officers are authorized to execute the Contract or any other agreement or bond or statement necessary for the fulfillment of obligations incurred by the acceptance of the County of Middlesex of the bid.

I hereby certify that the above constitutes a true copy of a Resolution passed and approved by the Board of Directors at a meeting held on

\_\_\_\_\_  
(2) Date

Affix Seal: (3)

(4) \_\_\_\_\_  
Secretary



COUNTY OF MIDDLESEX  
NON-COLLUSION AFFIDAVIT

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

ss:

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

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

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

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

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

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

Subscribed and sworn to

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

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

\_\_\_\_\_  
Signature

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

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

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

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid/Proposal Submission**

**Name of Business** \_\_\_\_\_

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.

**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

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

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_, 2\_\_\_\_

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

(Notary Public)

My Commission expires:

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

(Corporate Seal)

County of Middlesex, New Jersey
Office of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: \_\_\_\_\_

Bidder/Offeror Name: \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

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

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

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

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

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

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

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

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Middlesex County 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.

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

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

**BID SHEET  
FOR  
THE FURNISHING OF CDL/SAFETY SENSITIVE DRUG AND ALCOHOL TESTING  
SERVICES REQUIRED BY THE MIDDLESEX COUNTY OFFICE OF HUMAN  
RESOURCES**

The Board of Chosen Freeholders  
Middlesex County, New Jersey

Gentlemen:

The undersigned hereby declare that they have carefully examined the specifications covering **THE FURNISHING OF CDL/SAFETY SENSITIVE DRUG AND ALCOHOL TESTING SERVICES REQUIRED BY THE MIDDLESEX COUNTY OFFICE OF HUMAN RESOURCES** for which bids were advertised to be received and opened on **DECEMBER 3, 2013** at **9:30 AM** and having examined the requirements for bidders and specifications prepared by the Purchasing Office and on file in the Office of the Purchasing Agent of Middlesex County, County Administration Building, 75 Bayard Street, 3<sup>rd</sup> Floor, New Brunswick, NJ 08901, as well as the advertisement for bids, will contract to furnish and deliver all the material mentioned in said bid in the manner prescribed therein and as amended or modified by the specifications as per the Lowest Total Lump Sum Amount.

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

ITEM	QTY	DESCRIPTION	UNIT COST	TOTAL COST
1	192 Each	DOT Drug Panel, as specified, (including collection, W/GC/MS confirmation MRO Interpretation, as specified:		
2	128 Each	Alcohol Screen w/print confirmation & MRO Interpretation, as specified:		
<b>TOTAL LUMP SUM AMOUNT \$ _____</b>				

DISCOUNT FOR PROMPT PAYMENT \_\_\_\_\_% AUTHORIZED INITIAL(S) \_\_\_\_\_  
(As per S 4.1 Prompt Payment Clause)

**BID SHEET (CONT'D)**

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF  
MIDDLESEX FOR THE MIDDLESEX COUNTY COOPERATIVE  
CONTRACTPURCHASING SYSTEM  
(218MCCCP)

[ ] Check here if willing to provide the goods and services herein bid upon to local governmental contracting units located within the County of Middlesex’s Middlesex County Cooperative Contract Purchasing System # 218MCCCP 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 Middlesex, and that no additional service charge 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 Middlesex

AUTHORIZED INITIAL(S)\_\_\_\_\_

**\*Note:** Kindly submit additional pricing, which shall be considered as per but not part of the Method of Award:

- 1. Off Hours all Testing Services \$ \_\_\_\_\_(DRUG)  
(See section D 7.0 and 7.1) \$ \_\_\_\_\_(ALCOHOL)
- 2. Cost of two-hour training sessions, if required: (see section D 15.0) \$ \_\_\_\_\_ Each  
(The County may/or may not request up to Five (5) separate sessions)

**BID SHEET (CONT'D)**

The undersigned represents that it has an affirmative action plan as required by Chapter 127 of the Laws of 1975.

Bid Sheet(s) will not be accepted unless signed by the owner or authorized corporate officer.

Respectfully submitted,

NAME OF BIDDER:

\_\_\_\_\_  
(TYPED OR PRINTED)

SIGNED: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PHONE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

VENDOR'S TAX ID NUMBER: \_\_\_\_\_

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

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

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

---

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

---

- COMPLETE CORPORATE RESOLUTION REQUIREMENTS IN SPECIFICATIONS.
- COPY OF BUSINESS REGISTRATION CERTIFICATE ISSUED BY THE NEW JERSEY DEPARTMENT OF THE TREASURY
- COMPLETE DATA PERTINENT TO AFFIRMATIVE ACTION PROGRAM.
- CERTIFICATE OF INSURANCE.

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



# HIPAA *Security* Guidance

## Introduction

There have been a number of security incidents related to the use of laptops, other portable and/or mobile devices and external hardware that store, contain or are used to access Electronic Protected Health Information (EPHI) under the responsibility of a HIPAA covered entity. All covered entities are required to be in compliance with the HIPAA Security Rule<sup>1</sup>, which includes, among its requirements, reviewing and modifying, where necessary, security policies and procedures on a regular basis. This is particularly relevant for organizations that allow remote access to EPHI through portable devices or on external systems or hardware not owned or managed by the covered entity.

This guidance document has been prepared with the main objective of reinforcing some of the ways a covered entity may protect EPHI when it is accessed or used outside of the organization's physical purview. In so doing, this document sets forth strategies that may be reasonable and appropriate for organizations that conduct some of their business activities through (1) the use of portable media/devices (such as USB flash drives) that store EPHI and (2) offsite access or transport of EPHI via laptops, personal digital assistants (PDAs), home computers or other non corporate equipment.

The Centers for Medicare & Medicaid Services (CMS) has delegated authority to enforce the HIPAA Security Standards, and may rely upon this guidance document in determining whether or not the actions of a covered entity are reasonable and appropriate for safeguarding the confidentiality, integrity and availability of EPHI, and it may be given deference in any administrative hearing pursuant to 45 C.F.R. § 160.508(c)(1), the HIPAA Enforcement Rule<sup>2</sup>.

The kinds of devices and tools about which there is growing concern because of their vulnerability, include the following examples: laptops; home-based personal computers; PDAs and Smart Phones; hotel, library or other public workstations and Wireless Access Points (WAPs); USB Flash Drives and Memory Cards; floppy disks; CDs; DVDs; backup media; Email; Smart cards; and Remote Access Devices (including security hardware).

In general, covered entities should be extremely cautious about allowing the offsite use of, or access to, EPHI. There may be situations that warrant such offsite use or access, e.g., when it is clearly determined necessary through the entity's business case(s), and then only where great rigor has been taken to ensure that policies, procedures and workforce training have been effectively deployed, and access is provided consistent with the applicable requirements of the HIPAA Privacy Rule<sup>3</sup>. Some examples of appropriate business cases might include:

<sup>1</sup> The HIPAA Security Rule: Health Insurance Reform: Security Standards, February 20, 2003, 68 FR 8334.

<sup>2</sup> The HIPAA Enforcement Rule: Administrative Simplification: Enforcement, February 16, 2006, 45 FR 8390.

<sup>3</sup> The HIPAA Privacy Rule: Standards for Privacy of Individually Identifiable Health Information, December 28, 2000, 65 FR 82462, as amended August 14, 2002, 67 FR 53182



- A home health nurse collecting and accessing patient data using a PDA or laptop during a home health visit;
- A physician accessing an e-prescribing application on a PDA, while out of the office, to respond to patient requests for refills;
- A health plan employee transporting backup enrollee data on a media storage device, to an offsite facility.

We recognize that there may be additional business cases that will require the offsite use of, or access to, EPHI. This guidance is not intended to provide a comprehensive list of applicable business cases nor does it attempt to identify all covered entity compliance scenarios. A covered entity must evaluate its own need for offsite use of, or access to, EPHI, and when deciding which security strategies to use, must consider those factors identified in § 164.306(b)(2):

- “(i) The size, complexity, and capabilities of the covered entity.*
- “(ii) The covered entity’s technical infrastructure, hardware, and software security capabilities.*
- “(iii) The costs of security measures.*
- “(iv) The probability and criticality of potential risks to [EPHI].”*

Specifically, with respect to remote access to or use of EPHI, covered entities should place significant emphasis and attention on their:

- Risk analysis and risk management strategies;
- Policies and procedures for safeguarding EPHI;
- Security awareness and training on the policies & procedures for safeguarding EPHI.

**Risk analysis and risk management drive policies**

Once the covered entity has completed the analysis of the potential risks and vulnerabilities associated with remote access to, and offsite use of, EPHI, it must develop risk management measures to reduce such risks and vulnerabilities to a reasonable and appropriate level in compliance with § 164.306(a).

We group some of the risks associated with remote access and offsite use of EPHI into three areas: *access, storage and transmission*. Risk management planning takes all three areas into account, based on the unique vulnerabilities they introduce to covered entities that rely on remote operations involving EPHI.

A covered entity’s analysis of the risks associated with accessing, storing and transmitting EPHI will form the basis for the policies and procedures designed to protect this sensitive information. Each area presents a unique set of challenges and should be individually addressed. Below is a brief summary of considerations to help guide the development or enhancement of these policies:

Data access policies and procedures focus on ensuring that users only access data for which they are appropriately authorized. Remote access to EPHI should only be granted to authorized users based on their role within the organization and their need for access to EPHI.

Storage policies and procedures address the security requirements for media and devices which contain EPHI and are moved beyond the covered entity's physical control. Such media and devices include laptops, hard drives, backup media, USB flash drives and any other data storage item which could potentially be removed from the organization's facilities.

Transmission policies focus on ensuring the integrity and safety of EPHI sent over networks, and include both the direct exchange of data (for example, in trading partner relationships) and the provisioning of remote access to applications hosted by the organization (such as a provider's home access to ePrescribing systems or "web mail" in organizations where EPHI might be included in internal communications).

**Policies require training**

No amount of risk analysis and policy development will be effective if the workforce does not have an appropriate security workforce awareness and training program; it is important that a covered entity's workforce awareness and training program specifically address any vulnerabilities associated with remote access to EPHI. Training should provide, at minimum, clear and concise instructions for accessing, storing and transmitting EPHI. If applicable, covered entities should include in their workforce awareness and training programs, password management procedures (for changing and safeguarding passwords); remote device/media protection to reinforce policies that prohibit leaving devices/media in unattended cars or public thoroughfares; as well as training on policies prohibiting the transmission of EPHI over open networks (including email) or downloading EPHI to public or remote computers.

It is imperative to again stress that in situations involving remote use of, and access to, EPHI, covered entities must make reasonable efforts to ensure that any such use or access is authorized and limited as required by the HIPAA Security Rule at §164.308(a)(4) and the HIPAA Privacy Rule.

**Addressing security incidents and non-compliance**

Should a covered entity experience loss of EPHI via portable media, the entity's security incident procedures must specify the actions workforce members must take to manage harmful effects of the loss. Procedures may include securing and preserving evidence; managing the harmful effects of improper use or disclosure; and notification to affected parties. Needless to say, such incidents should be evaluated as part of the entity's ongoing risk management initiatives.

A sanction policy must be in place and effectively communicated so that workforce members understand the consequences of failing to comply with the security policies and procedures of the covered entity related to offsite use of, or access to EPHI. When addressing the development and implementation of sanction policies, a covered entity should consider at least requiring employees to sign a statement of adherence to security policies and procedures as a prerequisite to employment.

**Possible Risk Management Strategies**

The tables in this section list risks applicable to each category identified earlier (access, storage, transmission), paired with risk management strategies. The "Risk" column includes general problems that could occur with the use of remote devices, or work done off-site, and lists risks in order of those that may be likely to occur followed by those that may be less likely to occur but are still pertinent to the overall risk analysis. Where applicable, the "Possible Risk Management Strategies" column

suggests basic solutions first, followed by solutions that may be more complex and therefore, possibly more appropriate for organizations with advanced technical capabilities.

Covered entities that allow or require offsite use of, or access to EPHI, and are capable of implementing all of the strategies described below, are strongly urged to do so. Furthermore, since the lists are not comprehensive, entities should strive to incorporate any other appropriate strategies to ensure the protection of EPHI. In the Strategies column, we do not repeat the same strategy multiple times even though a strategy may be appropriate to address more than one of the listed risks. For example, in the category of storing EPHI, there are risks related to the loss of a laptop or risks associated with inadvertently saving a file containing sensitive information as a temporary file or cache on a foreign computer. Assuming the files on the laptop, and those launched from an email onto an offsite system are protected by passwords, the use of a strong password to protect access to the device or file would be an appropriate and expected risk management strategy. However, "use of strong passwords" may only appear once in the entire table for that section. The tables should be read so that a number of different strategies can be considered appropriate for any or all of the risks listed, and for others that may be identified by the covered entity.

**Accessing EPHI**

Covered entities must develop and implement policies and procedures for authorizing EPHI access in accordance with the HIPAA Security Rule at §164.308(a)(4) and the HIPAA Privacy Rule at §164.508. It is important that only those workforce members who have been trained and have proper authorization are granted access to EPHI.

Risks	Possible Risk Management Strategies
<ul style="list-style-type: none"> <li>➤ Log-on/password information is lost or stolen resulting in potential unauthorized or improper access to or inappropriate viewing or modification of EPHI.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Implement two-factor authentication for granting remote access to systems that contain EPHI. This process requires factors beyond general usernames and passwords to gain access to systems (e.g., requiring users to answer a security question such as "Favorite Pet's Name");</li> <li>➤ Implement a technical process for creating unique user names and performing authentication when granting remote access to a workforce member. This may be done using Remote Authentication Dial-In User Service (RADIUS) or other similar tools.</li> </ul>
<ul style="list-style-type: none"> <li>➤ Employees access EPHI when not authorized to do so while working offsite.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Develop and employ proper clearance procedures and verify training of workforce members prior to granting remote access;</li> <li>➤ Establish remote access roles specific to applications and business requirements. Different remote users may require different levels of access based on job function.</li> <li>➤ Ensure that the issue of unauthorized access of EPHI is appropriately addressed in the required sanction policy.</li> </ul>
<ul style="list-style-type: none"> <li>➤ Home or other offsite workstations left unattended risking improper access to EPHI.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Establish appropriate procedures for session termination (time-out) on inactive portable or remote devices. Covered entities can work with vendors to deliver systems or applications with appropriate defaults.</li> </ul>
<ul style="list-style-type: none"> <li>➤ Contamination of systems by a virus introduced from an</li> </ul>	<ul style="list-style-type: none"> <li>➤ Install personal firewall software on all laptops that store or access EPHI or connect to networks on which EPHI is</li> </ul>

12/28/2006

4 of 7

Risks	Possible Risk Management Strategies
infected external device used to gain remote access to systems that contain EPHI.	accessible; ➤ Install, use and regularly update virus-protection software on all portable or remote devices that access EPHI.

**Storing EPHI**

Covered entities must develop and implement policies and procedures to protect EPHI that is stored on remote or portable devices, or on potentially transportable media (particularly backups).

Risks	Possible Risk Management Strategies
➤ Laptop or other portable device is lost or stolen resulting in potential unauthorized/improper access to or modification of EPHI housed or accessible through the device.	➤ Identify the types of hardware and electronic media that must be tracked, such as hard drives, magnetic tapes or disks, optical disks or digital memory cards, and security equipment and develop inventory control systems; ➤ Implement process for maintaining a record of the movements of, and person(s) responsible for, or permitted to use hardware and electronic media containing EPHI; ➤ Require use of lock-down or other locking mechanisms for unattended laptops; ➤ Password protect files; ➤ Password protect all portable or remote devices that store EPHI; ➤ Require that all portable or remote devices that store EPHI employ encryption technologies of the appropriate strength; ➤ Develop processes to ensure appropriate security updates are deployed to portable devices such as Smart Phones and PDAs; ➤ Consider the use of biometrics, such as fingerprint readers, on portable devices.
➤ Use of external device to access corporate data resulting in the loss of operationally critical EPHI on the remote device.	➤ Develop processes to ensure backup of all EPHI entered into remote systems; ➤ Deploy policy to encrypt backup and archival media; ensure that policies direct the use of encryption technologies of the appropriate strength.
➤ Loss or theft of EPHI left on devices after inappropriate disposal by the organization.	➤ Establish EPHI deletion policies and media disposal procedures. At a minimum this involves complete deletion, via specialized deletion tools, of all disks and backup media prior to disposal. For systems at the end of their operational lifecycle, physical destruction may be appropriate.
➤ Data is left on an external device (accidentally or intentionally), such as in a library or hotel business center.	➤ Prohibit or prevent download of EPHI onto remote systems or devices without an operational justification; ➤ Ensure workforce is appropriately trained on policies that require users to search for and delete any files intentionally or unintentionally saved to an external device; ➤ Minimize use of browser-cached data in web based applications which manage EPHI, particularly those accessed remotely.
➤ Contamination of systems by a	➤ Install virus-protection software on all portable or remote

12/28/2006

5 of 7

Risks	Possible Risk Management Strategies
virus introduced from a portable storage device.	devices that store EPHI.

**Transmitting EPHI**

Covered entities must establish and implement appropriate policies and procedures to secure EPHI that is being transmitted over an electronic communications network.

Risks	Possible Risk Management Strategies
<ul style="list-style-type: none"> <li>➤ Data intercepted or modified during transmission.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Prohibit transmission of EPHI via open networks, such as the Internet, where appropriate;</li> <li>➤ Prohibit the use of offsite devices or wireless access points (e.g. hotel workstations) for non-secure access to email.</li> <li>➤ Use more secure connections for email via SSL and the use of message-level standards such as S/MIME, SET, PEM, PGP etc.;</li> <li>➤ Implement and mandate appropriately strong encryption solutions for transmission of EPHI (e.g. SSL, HTTPS etc.). SSL should be a minimum requirement for all Internet-facing systems which manage EPHI in any form, including corporate web-mail systems.</li> </ul>
<ul style="list-style-type: none"> <li>➤ Contamination of systems by a virus introduced from an external device used to transmit EPHI.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Install virus-protection software on portable devices that can be used to transmit EPHI.</li> </ul>

**Summary**

The HIPAA Security and Privacy Rules require all covered entities to protect the EPHI that they use or disclose to business associates, trading partners or other entities. New standards and technologies have significantly simplified the way in which data is transmitted throughout the healthcare industry and created tremendous opportunities for improvements in the healthcare system. However, these technologies have also created complications and increased the risk of loss and unauthorized use and disclosure of this sensitive information.

This document provides a review of some strategies that may be reasonable and appropriate under the HIPAA Security Rule, for certain covered entities to follow (based upon their individual technological capabilities and operational needs), for offsite use of, or access to, EPHI. For a more detailed review of the HIPAA Security Rule, please visit [www.cms.hhs.gov](http://www.cms.hhs.gov) and follow the link under "Regulations and Guidance" for HIPAA Educational Materials. There you will find the "Security Series of Papers" which provide an overview of the regulatory requirements of the HIPAA Security Rule ([www.cms.hhs.gov/EducationMaterials/](http://www.cms.hhs.gov/EducationMaterials/)). Please note that the HIPAA Privacy Rule also requires covered entities to implement appropriate administrative, technical, and physical safeguards for protected health information (PHI) in any form, including non-electronic. These provisions are enforced by the Office for Civil Rights (OCR). For more information on the Privacy requirements

please visit [www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa) or call the HIPAA Privacy Hotline at 1-866-627-7748 (TDD: 1-800-537-7697).

To provide feedback regarding this guidance document, you may write to Michael Phillips in the Office of eHealth Standards and Services at [RemoteAccessGuidance@cms.hhs.gov](mailto:RemoteAccessGuidance@cms.hhs.gov).

12/28/2006

7 of 7