

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



PURCHASING DIVISION
Karen McGee
Purchasing Agent, QPA

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NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the County of Somerset on **May 28, 2015** at **2:30pm** prevailing time in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

**Inmate Health Care
Physician and Psychiatrist Services for Somerset County Jail
Contract #: JCC-0005-15**

Proposals must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and the "**BID TITLE NAME & CONTRACT #**" on the outside, addressed to Karen McGee, Purchasing Agent, at the address above. We are now storing all responses electronically; therefore submit all pages of the response on a CD in addition to the printed copies.

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

Specifications and instruction to bidders may be obtained at the Purchasing Office or the County website at www.co.somerset.nj.us

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

Karen McGee, QPA
Date Advertised: May 8, 2015

**COUNTY OF SOMERSET
GENERAL INSTRUCTIONS**

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
 - (1) addressed to the Purchasing Agent
 - (2) bearing the name and address of the bidder on the outside
 - (3) clearly marked "BID" with the name of the item(s) being bid.
Provide One (1) Original & Two (2) copies of the bid.
 - (4) The County is storing all responses electronically; therefore submit all pages of the response on a CD in addition to the printed copies.
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. The County reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- F. The Somerset County Park Commission is an agency of the County entitled to participate in the contract(s) resulting from this bid.

2. BID SECURITY

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

A. **BID GUARANTEE**

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

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

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

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

B. **CONSENT OF SURETY**

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

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

C. **PERFORMANCE BOND**

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

3. **QUOTATIONS, BIDS AND FORMS**

A. (1). The County of Somerset is exempt from any local, state or federal sales, use or excise tax. **Somerset County will not pay service charges such as interest and late fees.**

(2). The County of Somerset or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications. The County is rated by:

Standard & Poor's Ratings Group: AAA
Moody's Investors Services: Aaa
Dun and Bradstreet

B. Bids must be signed in ink by the bidder, all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.

C. Failure to sign and give all information in the bid may result in the bid being rejected.

D. Estimated Quantities (Open-Ended Contracts, Purchase as Needed) The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

E. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contractor (F.O.B. destination, freight prepaid) and placement as designated by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.

F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.

G. All forms shall be completed and attached to the bid proposal. **BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.**

4. **INTERPRETATIONS AND ADDENDA**

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final.

- D. 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

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

6. AWARD OF BID

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

7. NEW JERSEY PREVAILING WAGE ACT (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner

within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevaling_wage_determinations.html.

8. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

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

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

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

9. NON-COLLUSION AFFIDAVIT

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

10. NON-DISCRIMINATION

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

11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE

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

A. Procurement, Professional and Service Contracts

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

- (1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- (2) A photocopy of their State Certificate of Employee Information Report, or
- (3) A photocopy of completed Affirmative Action Employee Information Report:
AA302- Available on-line at www.state.nj.us/treasury/contract_compliance

12. WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

13. STATEMENT OF CORPORATE OWNERSHIP

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

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

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

15. INSURANCE AND INDEMNIFICATION

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

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

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

A. Insurance Requirements

Worker's Compensation and Employer's Liability Insurance

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

General Liability Insurance

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

Automobile Liability Insurance

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

B. Certificates of the Required Insurance

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

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

C. Indemnification

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

Professional Liability/Malpractice Insurance Policy

Coverage in the amount of \$1,000,000.00/occurrence, \$3,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for the Somerset County Jail.

Somerset County will not accept Mutual Limitation of Liability terms.

16. PAYMENT

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

17. TERMINATION

A. DEFAULT

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

B. UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

C. TERMINATION FOR DEFAULT:

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

D. TERMINATION BY THE COUNTY:

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

18. INDEMNIFICATION:

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

19. ADDITIONS/DELETIONS OF SERVICE:

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

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

21. ALTERING OFFICIAL DOCUMENT

Bidders shall not write in margins or alter the official content or requirements of the County bid documents.

22. SPECIFICATIONS

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

23. OWNERSHIP OF MATERIAL

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

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

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

Provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims,

bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

25. N.J. BUSINESS REGISTRATION PROGRAM

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link:

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

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

1. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
2. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
3. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
4. If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

27. NON-ALLOCATION OF FUNDING TERMINATION

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

28. FORCE MAJEURE

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

29. The County and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

30. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

31. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

32. FIRM FIXED CONTRACT

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

33. W-9

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

34. HIPAA

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the County harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

35. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the County opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the County may solicit the goods and/or services from any bidder on this contract.

36. SOURCE OF SPECIFICATIONS/BID PACKAGES

Official County bid packages for routine goods and services are available from www.co.somerset.nj.us at no cost to the vendor. All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The County is not responsible for third party supplied specifications.

37. EMPLOYEE WAGE REPORTING (When Applicable):

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract. .

By entering into a contract, the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from failure to comply.

38. NEW JERSEY RIGHT TO KNOW (NJRTK)

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety

and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA–H022K–2006–0062, (formerly Docket No. H022K)], RIN 1218–AC20, Hazard Communication. Further, all applicable documentation must be furnished.

39. Prison Rape Elimination Act of 2003 Compliance:

In compliance with the PREA [the Prison Rape elimination Act of 2003 [Federal Law 42.U.S.C. 15601 ET. Seq.] , the Somerset County Jail maintains a “zero tolerance for sexual harassment or sexual abuse of any kind. Zero tolerance for sexual harassment and sexual abuse extends to all contractors, volunteers and interns. Contractors, volunteers and interns will comply with the Prison Rape Elimination Act of 2003 and all applicable PREA Standards and Somerset County Jail Policies related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual harassment and sexual abuse within the Somerset County Jail or any Program operated by the Somerset County Jail.

All contractors, volunteers and interns who have contact with inmates will receive training with respect to the agencies “zero tolerance” policy for sexual harassment and sexual abuse. The level of training a contractor, volunteer or intern receives will be based on the services they provide and the level of contact they have with inmates. The contractor, volunteer, intern acknowledges that, in addition to “self-monitoring requirements” the Somerset County Jail will conduct announced or unannounced, compliance monitoring.

Contractors or volunteers witnessing sexual harassment or sexual abuse shall immediately report the incident to the highest ranking Jail Administrator [Warden, Deputy Warden or Chief]. In cases where Jail Administrators are not available, the contractor, volunteer, intern shall immediately report the incident to the Shift Commander.

All allegations of sexual harassment and sexual abuse will be thoroughly investigated for violations of internal policies and, where applicable, criminal statutes. Contractors, volunteers and interns must agree to provide their full cooperation in the event that an investigation for sexual abuse or harassment is initiated.

Any contractor, volunteer or intern who, while providing services for the Somerset County Jail, engages in sexual harassment or sexual abuse, shall be prohibited from contact with inmates and shall be reported to the appropriate law enforcement agency, unless the activity was clearly not criminal, and to relevant licensing bodies where applicable. Failure to comply with PREA, including PREA Standards and Somerset County Jail Policies may result in termination of the contract.

Scope of Work

Intent:

The Somerset County Jail is currently seeking a medical team consisting of a Board Certified Regional Medical Director/Physician, an on-site Medical Physician (Exhibit A) and an on-site Psychiatrist (Exhibit B) to provide health care delivery services for inmates of the Somerset County Jail located at 40 Grove Street, Somerville, NJ 08876.

Background:

The County has a detention facility with a 413 inmate capacity. The average daily census for 2014 was 225 (see estimated averages below). The County makes no assurance concerning the size of the population it may increase or decrease at any time.

Estimated averages for the Somerset County Jail:

2014 Population – 225 inmates (87% male, 13% female)

Average age bands:

- a. 18-23 19%
- b. 24-30 28%
- c. 31-40 26%
- d. 41-50 19%
- e. 51-60 7%
- f. >60 1%

Percentage of patients on psychotropic medications 32%

2014 Average weekly number of patients seen by the Psychiatrist, ten (10) patients per week

2014 Average weekly number of charts reviewed by the Psychiatrist, Six (6) charts per week

General Requirements:

The Bidder shall:

- a. Submit with the bid resumes for all physician(s)/psychiatrist(s) that will be assigned to work on this contract. Include with the resume a description of similar contracts demonstrating completion of appropriate training as well as specific training experience Health Care Delivery systems and major components included in this contract that have been successfully serviced in the past.
- b. Provide at least three (3) reference accounts to whom they are presently providing similar medical services, or to whom they have provided similar services during the past 5 years.

- c. Submit with the bid a copy of the following licenses:
 - State of New Jersey Office of the Attorney General Division of Consumer Affairs Medical License
 - New Jersey Office of the Attorney General Division of Consumer Affairs Controlled Dangerous Substances CDS License
 - Controlled Substance Registration Certificate United States Department of Justice Drug Enforcement Administration DEA License
- d. Provide a list of all litigation that it is currently involved in or has been involved in during the last five (5) years. Include all cases that were settled and amounts of settlement; if any such settlement is subject to non-disclosure agreement, state so in proposal
- e. List all contracts, current, lost, or not renewed, for the last three (3) years. Provide narrative describing reasons for contract that have not been renewed. Specifically identify any contracts from which they have been relieved or any contracts that have been cancelled prematurely
- f. Provide a proposed backup plan for replacement of key staff during extended absences of personnel caused by illness, termination or any other cause and have the backup covering physician/psychiatrist clearances complete at the contract start up. Replacement staffing must be available when needed.
- g. List any exclusions of medical coverage as a condition of the agreement to provide an inmate medical program. A definition of any catastrophic limits and/or any other cost limits or exclusions, and how these limits would be accounted for.

The Contractor shall:

Provide Board Certified Regional Medical Director/Physician to oversee inmate health care services.

Pass background checks. All medical staff providing services under this contract must have pre-approved criminal background checks.

Provide On Site Physician/Medical Director (Exhibit A)

Provide On-Site Psychiatrist (Exhibit B)

Have ability for contract start up within 30 days of the contract award. All policies and procedures will become site specific within 60 days of startup.

Have a generic operational policy and procedures available on the day of start up.

Obtain and maintain Somerset County Jail on site/second location DEA/CDS License at contract start up and for the duration of contract.

Provide a backup plan for replacement of key staff during extended absences of personnel caused by illness, termination or any other cause and have the backup covering

physician/psychiatrist clearances complete at the contract start up. Replacement staffing must be available when needed.

Be available to respond to emergencies at the County's facilities.

Be responsible for requirements in Section I thru VIII (described below)

- Section I Inmate health assessment protocol
- Section II General Healthcare Regulation
- Section III Elective Medical Treatment
- Section IV Policies And Procedures
- Section V Contractors Personnel
- Section VI Facility Requirements Building And Equipment
- Section VII Reports Provided To Facility
- Section VIII Delineation of Security Responsibilities

Detail Requirements

Section I - Inmate health assessment protocol

- i. Perform a comprehensive initial and periodic health assessment and exam on any inmate confined at the facility at the next scheduled physician visit. A qualified physician shall perform such assessment and exam to include:
 - 1. Completion of a standard history and physical exam
 - 2. Screening tests for communicable disease, as well as pregnancy or urinalysis will be performed, as clinically indicated. Additional lab work as directed by the physician for particular medical or health problem.
 - 4. Additional tests as required based on the original screening tests.
 - 5. Psychiatric, dental and any other referrals as indicated
 - 6. The health assessment of females will also include inquiry about general and specific women health issues ex. menstrual cycle, unusual bleeding, the current use of contraceptive(oral, IUD etc.), medications, breast masses etc., and possible pregnancy
 - 7. The health assessment of males will include general and specific male health issues.
 - 8. Any documented abnormal results of the initial intake health assessment shall be reviewed by the physician and necessary action/monitoring/follow-up indicated taken.
- ii. Perform Administrative/Scheduling Insuring that an appropriate staff Physician and staff Psychiatrist are available to provide the health care services. Provide health care coverage, conduct sick calls and generally provide such care as is available in the community.
 - 1. Scheduling Physician staffing five (5) days a week

- a. Qualified Licensed Physician is to be scheduled a minimum of three (3) hours in the AM, five (5) days a week (which consists of Monday, Tuesday, Thursday, Friday and one weekend day).
 - b. On-site and/or on-call w/response time within one (1) hour, twenty-four (24) hours a day, seven (7) days a week
- 2. Scheduling Psychiatrist staffing two (2) days a week
 - a. Qualified Licensed Psychiatrist is to be scheduled ten (10) hours a week consisting of a minimum of nine (9) hours on site divided on two (2) scheduled days or evenings, Monday-Sunday 8:30AM-8:30PM and one (1) hour on call.
- iii. The scheduling, coordination, administration, and payment for all physician and psychiatrist services rendered to inmates inside the Facility.
- iv. The scheduling, coordination and administration of diagnostic examinations inside the facility and identify the need and coordinate care outside the facility for inmates.
- v. The necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medications, consultations with specialty Physicians and/or Psychiatrists etc. An inmate shall be considered medically stabilized when the medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can be reasonably housed inside the facility
- vi. Diagnosis or referrals to health facilities for those inmates requiring more extensive treatment.
- vii. Notification to facility administrators in a timely manner of any potential situation/conditions which could place inmates and staff in jeopardy.
- viii. Maintenance of complete and accurate records of care and to collect and analyze health statistics on a regular basis.
- ix. Cooperation with any and all public health officials and any inspections of the County facilities
- x. Completion of mandatory training including but not limited to: PREA, BBP, CPR/AED, Respiratory Protection/Fit Testing, Opioid Antidote, and Workplace Harassment.
- xi. Provide a comprehensive program for continuing staff education for both Contractor and Facility staff (including common medical emergencies, communicable disease precautions, MH screening, and suicide and crisis intervention) at no additional cost.
- xii. Work with facility staff to provide educational materials, In-service, and instructions on a variety of necessary medical issues including, but not limited to,

CPR and first aid, respond to an emergency or disaster conditions, signs and symptoms of mental illness, alcohol and drug withdrawal, chronic illness such as diabetes, hypertension or epilepsy and transmission of HIV, Hep B, Hep C, TB, MRSA and other communicable diseases. Facility's employees may be included in any in-service offerings, which are available to the medical staff at no additional cost.

- xiii. Provide written health care plan for implementation, stating clear objectives, policies, procedures, and an annual evaluation of compliance
- xiv. Be responsible for all medical and psychiatric care for all inmates of the facility 24 hours a day 7 days a week. The responsibility for providing health care commences with the physical booking and placement of an inmate in the correctional facility and ends with the discharge of the inmate from custody and from the facility.

Section II - General Healthcare Regulation

- i. Operate a health care program that is in compliance with the New Jersey Department of Correction Rules, Regulations and Standards (10A:31-13), National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards, the New Jersey Department of Health Rules & Regulations and Emergency Dental Care.
- ii. Obtain and maintain NCCHC accreditation for medical care and health services in the Somerset County Jail throughout the life of the contract. All costs for application, audit and maintenance of accreditation shall be the responsibility of the contractor.
- iii. Be up to date on any changes or amendments to the regulations and modify the Service Plan to reflect those changes. Health Care Services include a carry out, monitor and audit services.
- iv. Operate the health care program cost-effectively with clear objectives, policies and procedures and full reporting and accountability to the Somerset County Jail, minimizing and averting legal actions. Maintain an open and cooperative relationship with the administration and staff at the Sheriff/Warden's office with full reporting and accountability
- v. Maintain complete and accurate records of all care. Collect, analyze and distribute health statistics on a regular basis and as needed to appropriate Somerset County Jail Administrative Personnel. Contractor will maintain copies of licenses of all medical staff members assigned to the Facility at the time the Physician is assigned, and shall provide copies to the County

Section III - Elective Medical Treatment

- i. The Contractor **will not** be responsible for providing elective medical care to inmates. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of Contractor's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the

inmate's wellbeing. Any referral of inmates for elective medical care must be reviewed by the Sheriff/Warden prior to provision of such services. The health care services are intended only for those inmates in the actual physical custody of the facility. This includes inmates under guard in hospitals or under guard outside the facility.

- ii. The Contractor must be aware of community standards which might influence elective medical care.

Section IV- Policies And Procedures

- i. Establish and implement Policies and Procedures relating to the Facility's Health Care Delivery System (including medical, psychiatric, psychological, and dental care).
- iii. Develop and implement and review policies to ensure appropriate comprehensive health care is in full compliance and in accordance with recognized standards, laws, ordinances, rules and regulations of Federal, State, and local authorities that may be applicable. The Policies and Procedures of the Contractor are subject to approval of the Sheriff/Warden's Office
- vi. Sheriff/Warden's Office retains the right to review and approve policies and procedures of the Contractor in any other area affecting the performance of his/her responsibilities under law.
- ix. Participate in the writing and revision of Somerset County Jail Policies and Procedures pertaining to or involving health care services and the institution's emergency plans.
- x. Maintain complete, accurate, and confidential medical records separate from the Facility confinement records of the inmate in compliance with all laws and regulations. In any criminal or civil litigation where the physical condition of an inmate is at issue, or where medical care is at issue, and provide the Sheriff/Warden or his designee with access to such records, and upon request, provide copies as authorized by law.

Section V- Contractors Personnel

- i. In the event the County, in its discretion, is dissatisfied with any physician(s) or psychiatrist(s) under this contract, the County may give written notice to contractor of such fact and the reasons thereof, and if the problem cannot be resolved, contractor agrees to remove the individual about whom dissatisfaction has been expressed by the County and to make arrangements to cover that position until other appropriate Physician or Psychiatrist can be found.
- ii. Inmates shall not be employed or otherwise engaged by either Contractor or
- iii. County in the direct rendering of any health care services
- iv. All on site health care personnel who provide services shall receive orientation
- v. on security procedures

- vi. The Contractor must at all times maintain the on-site Physician and on-site Psychiatrist staffing requirements at the levels offered in the proposal.
- vii. Physician(s) and Psychiatrist(s) shall attend and participate in Facility staff meetings when requested.
- viii. The Regional Medical Director must be on site at the Somerset County Jail Medical Unit monthly and will oversee the quality of medical care.
- ix. Maintain copies of licenses of all medical staff members assigned to the Facility at the time the Physician is assigned, and shall provide copies to the County.

Section VI - Facility Requirements Building And Equipment:

- i. All additional necessary related supplies/equipment including but not limited to printers, fax machines, computer/video equipment, software and related costs etc. shall be provided by the contractor.
- ii. Facility will provide, install, maintain, repair, replace when necessary, and permit Contractor to use all medical equipment within the Facility. The Facility will provide, maintain and repair the building structure in areas assigned to contractor, including necessary painting, maintenance of water, steam, refrigeration, sewer, electrical lines, ventilation, air conditioning, lighting, heating, duct work, floor and floor covering, walls and ceiling. The Facility will provide all security, pest control, housekeeping, sanitation (including walls, floors, and fixtures, sanitation of equipment and non-disposable supplies), and utilities (including all local telephone costs, excluding long distance telephone costs which contractor shall reimburse the County) necessary for the operation in the areas used by contractor for the performance of the specifications within this Bid and the Respondent's proposal submitted in response to the Bid. During building renovations and/or expansions the Contractor will remain responsible for the provision of full services.
- x. The County will provide dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies for each inmate receiving health care services.
- xi. The Sheriff/Warden will continue to maintain all County equipment necessary for the performance of this contract.

Section VII - Reports Provided To Facility by Contractor

- i. Submit monthly/quarterly/annual reports as requested to a designated representative of the County concerning the overall operation of the healthcare services program and on the general health of persons committed to the custody of the institution.
- ii. Regularly confer with the Sheriff/Warden/Designee concerning existing health-related procedures within the institution; any proposed changes in health related procedures and any other matter, which either party deems appropriate.

Section VIII - Delineation of Security Responsibilities

The primary responsibility for inmate custody and security within the facility rests with the staff of the County Sheriff/Warden's Office. The contractor shall have primary responsibility in all matters pertaining to medical treatment, and care of inmates. Everyone who works in the facility has a responsibility for security. The Contractor shall be responsible for security of all material and equipment in Contractor's work area. On matters of mutual concern, Sheriff/Warden's Office Staff shall support, assist and cooperate with the contractor, and the contractor shall support, assist and cooperate with the Sheriff/Warden's staff whose decision in non-medical matters and matters involving safety of staff, inmates, and security of the facility shall be final. All decisions involving the exercise of medical and/or dental judgment are the responsibility of the Contractor.

CONTRACT TERM

The effective period of this contract shall be two years with no more than one additional one-year period, for a total of three years.

Exhibit A

Position Description-Physician

TITLE: Board Certified Regional Medical Director Somerset County Jail & On Site Physician/Medical Director Somerset County Jail & Qualified Covering Physician assigned as Back Up for the On Site Physician

DUTIES: Is the clinical health authority for the Somerset County Jail, responsible for the clinical and medical decisions of the Health Services Unit. The On Site Medical Director/Physician reports to the Regional Medical Director and utilizes current clinical skills, serving as the responsible physician and health authority providing overall supervision for clinical services for the Jail. The On-Site Physician participates as a member of the Health Services Unit Management Team and has a matrix reporting relationship with other positions in the Unit. The Qualified Covering Physician will provide backup for key staff during extended absences of personnel.

QUALIFICATIONS

The medical director/ physicians must have successfully completed a residency program in a medical specialty related to services provided at the County facilities, accredited by the Accreditation Council for Graduate Medical education or approved by the American Osteopathic Association; or is a diplomat of one of the certifying boards approved by the American Board of Medical Specialties or one of the certifying boards of the American Osteopathic Association in a medical specialty related to services provided at the County facilities

- Board Certified Regional Medical Director
- On Site Physician/Medical Director and the qualified covering physician assigned as backup
- Maintain license(s) to practice medicine in the State of New Jersey. DEA and NJCDS Licenses
- Current CPR or ACLS certification

- I. As the designated responsible health authority has the final clinical authority overseeing quality medical care at SCJ, including:
- Providing responsible clinical oversight, consultation and monitoring for medical services; including clinic, pharmacy, nursing and mental health to ensure quality care, disease prevention in a cost containment model
 - Evaluation of the conditions and adequacy of treatment facilities and the need for and condition of necessary medical equipment
 - Ensuring compliance with federal and state statutes, local ordinances, policies, procedures and Court Orders
 - Providing, developing, assisting, reviewing, revising, implementing and monitoring standards/operating policies, procedures and policies in adherence to NJDOC, NJAC and NCCHC annually
 - Review and approve assessment protocols each year
 - Establish and annually approve chronic disease clinical protocols that are consistent with national clinical practice guidelines
 - Managing the chronic disease program
 - Establishes policies regarding all prescription medications that are administered or delivered in the facility.

- Works collaboratively with the consulting pharmacist and pharmacy, to assist with the development of a medication formulary
- Assist in formulation and administration of health program
- Ensure clinician orders are evidence based and are implemented in a timely manner
- Ensure deviations from standards of practice are clinically justified, documented, and shared with the patient
- Review diagnostic tests in a timely manner
- Ensures treatment plans are established for patients with special needs
- Ensuring medications, monitoring and treatments are completed as documented in the established treatment plans
- Treatment plans are modified as clinically indicated by diagnostic tests and treatment results
- If changes in treatment recommendations are clinically indicated, justification for the alternative treatment plans is documented and shared with the patient
- Treatment plans, including test results, are shared and discussed with patients
- Patients returning from a hospitalization, emergency department visit, or specialty consultation receive timely follow up to ensure proper implementation of the discharge orders or clinician recommendation(s)
- Serves as a Chairperson for the Continuous Quality Improvement committees and liaison for County Department of Health and Infectious Disease Monitoring
- Conducts chart reviews to assure appropriate care is ordered and implemented
- Represents the facility as the health care authority to local visiting officials
- Ensuring that the health care staff is prepared for emergency situations. Assists in the development of the health services disaster plan. Reviews and approves the disaster plan annually
- Directing the prevention and control of communicable diseases, rehabilitation therapy, drug interactions, substance dependency and related inmate population medical care issues
- Actively participates in the in the management of the sick call process
- Review and approval of the suicide prevention policy and procedure each year
- Review and approval of the intoxication and withdrawal policy and procedure each year
- Coordinating nursing in-service educational programs on a monthly basis. Facility's employees may be included in any in-service offerings, which are available to the medical staff at no additional cost.
- Monitoring CME of physicians providing care at SCJ (minimum of 12 hours/year on correctional health issues)
- Developing and implementing care plans related to diabetes, hypertension, HIV disease, alcoholism, and substance abuse related to directions of medications, indications for referral or emergency evaluation
- Participating in the orientation of new nursing staff
- Meet monthly with the mental health provider to review policies and problem cases.
- Conducts nursing staff in-service to discuss significant clinical issues, pertinent clinical findings, policies and procedures, etc., and reports on these meetings to the Regional Medical Director
- Identification of appropriate process/outcome quality improvement studies that will examine the effectiveness of the health care delivery and improve the health of the inmate population

- Works with SCJ staff in identifying community resources to improve the health of the inmate population (i.e. Planned Parenthood, Women’s Health and Counseling, etc.)
 - Responsibility for providing patient medical services consistent with community standard
 - Reviews and countersigns orders
- II. Is on-site at SCJ weekly to monthly as needed to:
- Meet with Staff to troubleshoot problems and review charts for accuracy and completeness
 - Actively participates in the CQI program, ensuring the review of patient records for quality improvement purposes each month
 - Co-signs verbal orders when necessary
 - Provides additional on-site care, as needed
 - Meet monthly on-site for Pharmacy review, CQI, Chart review and In-services for Staff.
- III. Additional Duties
- Takes all phone calls nights and weekends
Responsible for on call notification of telephone orders once nursing staff have verified prescribed medication for newly admitted inmates
 - Serves as backup for on-site care in the event of illness or vacation of other physicians
 - Consult with medical providers in the community to resolve issues in delivering services to inmates.
 - Meet with a representative of the pharmacy provider, on a quarterly basis, to review compliance with the formulary and address discrepancies in treatment
 - Consult, coordinate and manage inmate hospitalizations/ER visits, discharges and transfers with Hospitals/Attending Physicians and/or the State/DOC.
 - Appropriately communicate any identified areas of concern with the Health Services Administrator

Exhibit B

Psychiatrist Position Description

TITLE: On Site Psychiatrist licensed in the State of New Jersey with a specialty in psychiatry and possess and maintain current New Jersey Controlled Dangerous Substance (NJCDs) and Drug Enforcement Administration (DEA) licensure and a qualified covering Psychiatrist assigned as back up for the On-Site Psychiatrist

DUTIES: Is the Mental Health authority for the Somerset County Jail, responsible for the Mental Health decisions of the Health Services Unit. The On Site Psychiatrist reports to the Regional Medical Director and utilizes current clinical skills, serving as the responsible mental health authority providing for clinical mental health services for the Jail. The On-Site Psychiatrist participates as a member of the Health Services Unit Management Team and has a matrix reporting relationship with other positions in the Unit. \ The Qualified Covering Psychiatrist will provide backup for key staff during extended absences of personnel.

Provide Psychiatric Services ten (10) hours a week consisting of nine (9) hours on site divided on two (2) scheduled days or evenings, Monday-Sunday 8:30am-8:30pm, at Somerset County Jail and one (1) hour of on-call services.

QUALIFICATIONS

- The Psychiatrist must have successfully completed a residency program in a medical specialty related to services provided at the County facilities, accredited by the Accreditation Council for Graduate Medical education or approved by the American Osteopathic Association; or is a diplomat of one of the certifying boards approved by the American Board of Medical Specialties or one of the certifying boards of the American Osteopathic Association in a medical specialty related to services provided at the County facilities. Have experience in providing services in an inpatient/outpatient environment. Experience providing services in a correctional environment desirable. Current CPR or ACLS certification.
- I. As the designated responsible Psychiatrist has the final clinical authority overseeing quality Psychiatric care at SCJ, including:
- Diagnose and treat patients with mental, emotional and behavioral disorders. Actively participates in the development, implementation, monitoring and evaluation of Psychiatric Protocols, clinical practice guidelines and facility goals to improve care and measure performance.
 - Develop and implement clinical programs in conjunction with the Medical Director, the Health Services Administrator and the Licensed Mental Health Practitioner.
 - Provide full range of psychiatric services in direct care of patients in the clinical setting at Somerset County Jail including: assessment, screening, diagnosis, and treatment of patients and determining the degree of disabilities in patients.
 - Prescribe medication to patients as deemed necessary and conduct medication management.
 - Document all services in the patient's medical chart.

- Analyze and evaluate patient data and test findings to diagnose nature and extent of mental disorder and participates in the development and periodic review of patient treatment plans and takes necessary steps when a patient refuses treatment.
- Manage, prescribe, direct, administer and obtain consent for psychotherapeutic treatments or medications to treat mental, emotional or behavioral disorders in a cost effective manner consistent with community standards and appropriate for the correctional setting.
- Collaborate with the Physician(s), Health Services Administrator, Licensed Mental Health Practitioner(s), Nurse(s), other professionals and outside agencies to discuss treatment plans, and gather/maintain patient information and progress.
- Examine or conduct laboratory or diagnostic tests on patients to provide information on general physical condition and mental disorder.
- Meets with Medical Director, Health Services Administrator as needed.
- Provide, when requested, in-service education to staff including but not limited: to Suicide Prevention, and MH Screening.
- Collaborate and develop policies and procedures as may be necessary to administer a program of mental health treatment.
- Providing responsible clinical oversight, consultation and monitoring for mental health to ensure quality care in a cost containment model
- Ensuring compliance with federal and state statutes, local ordinances, policies, procedures and Court Orders
- Meet with the On Site Medical Director to review policies and problem cases.

II. Additional Duties

- Takes phone calls nights and weekends relating to Mental Health
- Responsible for on call notification of telephone orders once nursing staff have verified MH prescribed medication for newly admitted inmates

Consult and/or manage inmate commitments/hospitalizations/ER visits. Appropriately communicate any identified areas of concern with the Health Services Administrator

**COUNTY OF SOMERSET
BID DOCUMENT CHECKLIST**

Required With Bid		Read, Signed & Submitted Bidder's Initial
A.	<u>FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID</u>	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire	_____
<input type="checkbox"/>	Bid Guarantee (bid bond or certified/cashier's check) (with Power of Attorney for full amount of Bid Bond)	_____
<input type="checkbox"/>	Consent of Surety (Certificate from Surety company)	_____
<input type="checkbox"/>	Surety Disclosure Statement and Certification	_____
<input type="checkbox"/>	Performance Bond	_____
<input type="checkbox"/>	Maintenance Bond	_____
<input checked="" type="checkbox"/>	Copy of Certificate of Insurance Name Owner as Additionally Insured	_____
<input checked="" type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
<input checked="" type="checkbox"/>	Three (3) references for similar projects	_____
<input checked="" type="checkbox"/>	Authorization for Background Check	_____
<input type="checkbox"/>	Catalog/Price List	_____
<input type="checkbox"/>	Product Samples	_____
<input type="checkbox"/>	Certification of Available Equipment	_____
<input type="checkbox"/>	Other:	_____
B.	<u>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</u>	
<input type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder and Named/Listed Subcontractors (Prior to Award, but effective at time of bid)	_____
<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate – Bidder must possess a certificate at time of bid opening	_____
<input type="checkbox"/>	New Jersey Business Registration Certificate – Named /Listed Subcontractor(s)	_____
<input checked="" type="checkbox"/>	CD with PDF of Bid Response along with Printed Copies (Ref: Notice to Bidders)	_____
<input checked="" type="checkbox"/>	Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order	_____
<input checked="" type="checkbox"/>	Disclosure of Activities in Iran	_____
C.	<u>READ ONLY</u>	
	Americans With Disability Act of 1990 Language	_____
D.	<u>OPTIONAL ITEM(S)</u>	
<input type="checkbox"/>	County Cooperative Contract Option	_____

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

Name of Bidder: _____

Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

**COUNTY OF SOMERSET
INMATE HEALTH CARE
PHYSICIAN AND PSYCHIATRIST SERVICES FOR SOMERSET COUNTY JAIL
CONTRACT #: JCC-0005-15
BID PROPOSAL FORM/SIGNATURE PAGE**

**TO THE COUNTY OF SOMERSET
BOARD OF CHOSEN FREEHOLDERS:**

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

Inmate Health Care Physician and Psychiatrist Services:

Contract years				Cost per month	Cost per year
7/25/2015	to	7/24/2016	Year 1	\$	\$
7/25/2016	to	7/24/2017	Year 2	\$	\$
7/25/2017	to	7/24/2018	Year 3	\$	\$

Total Cost for Three Years \$ _____

Total Cost for Three Years in Words

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

Company Federal I.D. # or Social Security #

Address

Signature of Authorized Agent Type or Print Name

Title of Authorized Agent Date

Telephone Number Email Address

Fax Number

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

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

CHECK ONE:

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

Legal Name of Bidder Business: _____

Check which business entity applies:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Partnership Limited Liability Corporation
- Subchapter S Corporation Other _____

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

Date Incorporated: _____ Where Incorporated: _____

Business Address:

STREET ADDRESS CITY STATE ZIP

TELEPHONE # FAX # EMAIL

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

NAME HOME ADDRESS

NAME HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: _____ Date: _____

Printed Name and Title: _____

**COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ of the City of _____ in

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

I am _____ of the firm of _____
(Title or position) (Name of firm)

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

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

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

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

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

Goods and General Service Vendors

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

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

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

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

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

The contractor or subcontractor 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 ww.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**.

COUNTY OF SOMERSET

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

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

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

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

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

COUNTY OF SOMERSET

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

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

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

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

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

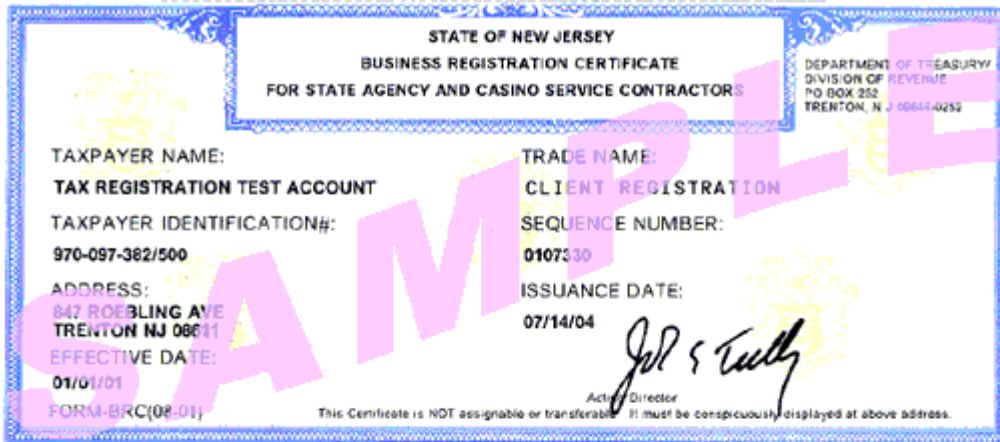
**ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR BID**

COUNTY OF SOMERSET

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

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR BID

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
COUNTY OF SOMERSET.



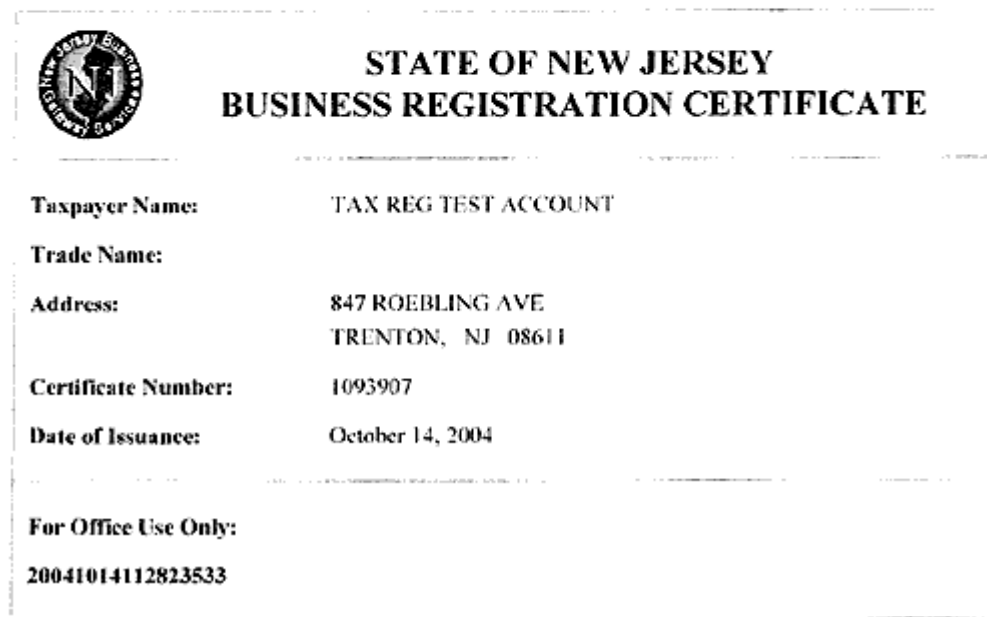
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS


DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

John S. Tully
Acting Director

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



 STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

County of Somerset New Jersey
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: JCC-0005 _____ **Bidder/Offeror:** _____

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

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

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain 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 Somerset 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. 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 Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

**COUNTY OF SOMERSET
REFERENCE SUBMITTAL FORM**

1.

Name

Title

Nature of Project

Company

Phone

Date

2.

Name

Title

Nature of Project

Company

Phone

Date

3.

Name

Title

Nature of Project

Company

Phone

Date

4.

Name

Title

Nature of Project

Company

Phone

Date



OFFICE OF THE SHERIFF

SOMERSET COUNTY, NEW JERSEY

FRANK J. PROVENZANO, SHERIFF

Authorization for Background Check

Name:		Date of Birth:	
Address:	City:	State:	Zip Code:
Telephone #:		Social Security #:	

By my signature below, I hereby authorize any representative of the Somerset County Sheriff's Office, access and release of all Federal, State, and Local records pertaining to my Criminal History. I also agree to a Motor Vehicle Records Check and submittal to being fingerprinted and photographed by the Identification Bureau.

I understand that the information released is for official use by the Somerset County Sheriff's Office only, to determine my suitability to work within the confines of the Somerset County Complex.

I hereby release you, your organization, and all others from liability or damages that may result from furnishing the information requested, including any liability or damage pursuant to any state or federal laws.

I understand my rights under Title 5, United States Code, Section 552a, the Privacy act of 1974, with regard to access and to disclosure of records, and I waive those rights with the understanding that information furnished will be used in accordance with the Somerset County Sheriff's Departments procedures.

You must present two forms of personal identification from the list below. One form must have your photograph on the identification. Approved identifications are:

- Your Drivers License
- Your Social Security Card
- Your Birth Certificate
- Your Passport
- A government issued identification card in your name

Signature	Date
-----------	------

Revised January 23, 2004 W-



OFFICE OF THE SHERIFF

SOMERSET COUNTY, NEW JERSEY

FRANK J. PROVENZANO, SHERIFF

BUREAU OF CRIMINAL IDENTIFICATION
908-231-7137

ROBERT MCCARTHY, SUPERVISOR

Bureau of Criminal Identification Applicant

A **copy** of your **driver's license** and **social security card** will be made upon completion of this form.
(Una **copia** de su **licencia** l carta de **seguro social** se va aser cuando termina la forma).

Today's Date : _____ Home Phone:_(_____)_____ - _____
(Fecha)

Name: _____ Cell Phone :_(_____)_____ - _____
(Su nombre)

Address : _____
(Donde Vive)

Birth Place : _____ D.O.B. : _____
(Lugar de macimiento) (Fecha de nacimiento)

Social Security # : _____ Driver License #: _____
(Numero de seguro) (Numero de su licencia)

Position applied for : _____ Name of Company applying with: _____
(Que tipo de trabajo estas aplicando) (El nombre de la comania que estas aplicando)

Sex : _____ Race : _____ Height : _____ Weight: _____ Hair Color: _____ Eye Color: _____
(sexo) (raza) (altura) (peso) (color de pelo) (color de ojos)

Marital Status: _____
(Casado, Soltero, Divorciado)

Current Employer: _____ Unemployed: _____
(El nombre de la compania que estas travajandro ahora) (Marca si no estas trabajando ahora)

Current Employer Address _____
(Direccion dela compania que estas trabajando ahora)

Occupation : _____
(Ocupacion)

SBI : ____ FBI : ____ NCIC : ____ ATS : ____ ACS : ____ P/P : ____ PROM/GRV _____

CO CORR : ____ BCI : ____ DMV (Police Only) : ____ APPROVED BY _____

ID OFFICER: _____

Revised 01-02-0