

County of Somerset New Jersey

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

PURCHASING DIVISION
KAREN L. MCGEE, RPPO, QPA
Purchasing Agent



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NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the County of Somerset on June 1, 2018 at 2:30 P.M. prevailing time in the Purchasing Division conference room, County Administration Building, 20 Grove Street, Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

Perishable Food for the County Jail Contract #: JCC-0010-18

Bid responses 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 L. McGee, Purchasing Agent, at the address above.

Any Bid Addenda will be issued on the County website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All 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 L. McGee, RPPO, QPA
Purchasing Agent – Somerset County

**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 & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted.**
 - (4) We are storing all responses electronically, therefore submit all pages of the response on a CD or USB flash drive in addition to the printed copies. Bidders name to be identified on either the CD or USB flash drive being submitted.
- 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 perspective bidder as required by law.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follow:
- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Multiple Bids Not Accepted
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.
- H. Official Request for Bid packages are available from Somerset County's website at www.co.somerset.nj.us at no cost to the prospective bidders. All addenda are posted on the County site and issued in accordance with N.J.S.A. 40A:11-23(c)(1). 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. Somerset County is not responsible for third party supplied specifications.

- I. The Somerset County Park Commission is to be considered an agency of the County entitled to participate in the contract(s) resulting from this bid.
- J. Results of all bids are posted on the County website.

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 bidder fails to enter into 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 to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, 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.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring contract null and void pursuant to N.J.S.A. 40A:11-22.

D. **LABOR AND MATERIAL (PAYMENT) BOND**

The successful bidder shall with the delivery for the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. **MAINTENANCE BOND**

Upon acceptance of the work by the County, the contractor shall submit a maintenance bond (N.J.S.A. 40A:1-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

- 1 Year**
 2 Years

3. PREPARATION OF BIDS (PRICING INFORMATION 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 for New Jersey State Sales and Use Tax that are included in any invoices. 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 of Somerset is rated by:
Standard & Poor's Rating Group: AAA
Moody's Investors Services: Aaa
Dun and Bradstreet

B. Bids shall be ***signed in ink*** (Original Signature Required) 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 N.J.A.C. 5:30-11.2 and 11.10. ***NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.***

E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's 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 CHECKLIST PAGE.***

H. Results of all bids are posted on the County website www.co.somerset.nj.us

4. FIRM FIXED CONTRACT

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

5. 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, referencing the Contract Name and Contract Number in the subject line, at PurchasingDiv@co.somerset.nj.us. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The County's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications.

- E. Discrepancies in Bids
 - 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 price 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.

6. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. 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.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature ***will not*** suffice in explaining exceptions to these specifications. In the absence of any exceptions 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 goods and services offered. The County reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.
- D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. 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.
- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

7. METHOD OF CONTRACT AWARD

- 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 may also elect to award the contract on the basis of unit prices.
- D. The County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. 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.
- F. 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.
- G. The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County; material exceptions shall not be approved.
- H. 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.

8. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the County may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

9. NEW JERSEY PREVAILING AGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.

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 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/wage_rates.html.

10. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT—N.J.S.A. 34:11-56.48 et seq.

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 sub-contractors 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. White "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 and Workforce Development 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.

11. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15

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

12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services 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.

13. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency 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
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

2. Construction Contracts

All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available on-line at www.state.nj.us/treasury/contract_compliance upon notification of award. Proper completion and submission of this Report shall constitute

evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

14. AMERICANS WITH DISABILITIES ACT OF 1990 – 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

15. WORKER AND COMMUNITY RIGHT TO KNOW ACT – N.J.S.A. 34:5A-1 et seq.

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. 34:5A-1 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 the 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.

16. STATEMENT OF CORPORATE OWNERSHIP – N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

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 for the corporation, partnership, limited partnership, 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.

17. 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 occurred 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. 12:35-1.6. 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

The Contractor agrees to indemnify and save harmless the County, its officers, agents and employees, 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:

- a) negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

Somerset County will not accept Mutual Limitation of Liability terms.

18. 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.

19. TERMINATION

- A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to the contractor of any sum or sums set forth in the contract. Somerset County will pay for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.
- C. The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County under this provision.
- D. In case of default by the contractor, the County may procure the goods and services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the 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 the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any changes shall be approved by the County.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.
- H. The County may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the County is conditioned upon the availability of Somerset County 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 bidder awarded the contract (contractor) hereunder, whether in whole or in part, the County at the end of any particular fiscal year

may terminate such services. The County 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 County to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract 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 the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by Somerset County by notice to the parties.

20. 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 owners(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

21. 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.

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

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

24. 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.

25. 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 2010.

26. TRUTH IN CONTRACTING LAW

- N.J.S.A. 2C:21-34, et seq. governs false claims and representation. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

27. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44

Each bidder (contractor) is required to submit proof of business registration prior to award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC).

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 obtain and provide the owner the BRC of subcontractors knowingly used on this contract.
2. The contractor shall maintain and submit to the contracting agency a list of subcontractor's and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods and services rendered under the contract.
3. 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 taxable sales of tangible personal property delivered into the State.

Failure to submit the BRC with the bid is NOT a cause for rejection. However, the County prefers the BRC be submitted with the bid response. If it is not provided prior to execution of a contract the bidder's bid guarantee shall be forfeited and the contract shall be awarded to the next lowest responsible bidder.

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 \$25.00 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.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-2929.

28. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

29. 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.

30. 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

31. Health Insurance Portability and Accountability Act of 1996-HIPAA (If Applicable)

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.

32. 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.

33. The owner 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.

34. 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.

35. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

36. PREA Compliance

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.

37. Employees of Contractor to be Satisfactory:

The Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, certified, service technicians directly employed and supervised by the Contractor. As proof, the Contractor shall submit with this bid a brief resume of similar contracts that the Contractor has successfully serviced in the past, together with references. In addition, the Contractor shall submit with this bid a brief resume of each and every technician who may be assigned to work under this contract, along with certificates and other supporting documentation, demonstrating completion of appropriate training as well as specific training by the manufacturers of each of the systems and major components included in this contract. Subsequently, the Contractor shall submit similar resumes for any additional employees prior to their assignment to this contract. Any and all employees performing work under this contract shall be satisfactory to the Owner(s). The Contractor and its employees shall be experienced and qualified in the installation of the particular brands and types of systems included in this contract, and shall be equipped with the necessary installation unit.

No one, except authorized employees of the Contractor who have been pre-approved by the County's Sheriff, shall be admitted to any Owner(s) facilities to work under this contract. Each and every employee of the Contractor shall wear an identification badge with photograph.

Inasmuch as work under this contract requires access to the Jail holding areas and related secure facilities, each and every employee of the Contractor and Subcontractor will sign an Authorization for Background Check form and Bureau of Criminal Identification form and submit to fingerprinting and a background check by the Somerset County's Sheriff's Office prior to being assigned under this contract. The Contractor/Subcontractor shall not assign any employee who is not approved in advance. The Contractor's employees may be subject to search when entering or while working in the Jail.

Inasmuch as work under this contract is performed in the Jail, the Contractor is responsible for informing the Contractor's employees of the special restrictions on personal behavior and procedures, and the potential penalties for violations, as follows:

Contractor vehicles shall be parked in an area designated by the Owner(s) and shall be locked at all times.

Tools shall be inventoried upon entry and kept in a secure (locked) area when not in use to ensure complete accountability. While tools are in use, they shall be kept in view or on the person. Broken or non-usable tools shall be disposed of right away from the owner's property. Any missing tools shall be reported promptly to the Owner(s). Particular attention should be paid to tools that may be used as weapons or instruments of escape.

Fraternalizing or developing personal relationships with inmates is not permitted. This includes, but is not limited to, trading, bartering, or receiving gifts, money, favors from inmates, or inmates' friends, relatives or representatives.

Alcoholic beverages and controlled substances shall not be possessed, carried, stored or consumed on the Owner(s)'s premises.

Gambling or wagering of any type is not permitted on the Owner(s)'s premises.

Weapons or implements of escape (other than those referenced above) are not permitted on the Owner(s) premises. Non-compliance with this policy may result in criminal charges.

38. Implements for escape; other contraband

a. Escape implements.

(1) A person commits an offense if he knowingly and unlawfully introduces within an institution for commitment of persons under N.J.S.A. 2C:4-8 or a detention facility, or knowingly and unlawfully provides an inmate with any weapon, tool, instrument, document or other thing, which may be useful for escape. The offense is a crime of the second degree and shall be punished by a minimum term of imprisonment, which shall be fixed at no less than three years if the item is a weapon as defined by N.J.S.2C: 39-1(r). Otherwise it is a crime of the third degree.

(2) An inmate of an institution or facility defined by paragraph (1) of subsection a. of this section commits an offense if he knowingly and unlawfully procures, makes, or otherwise provides himself with, or has in his possession, any such implement of escape. The offense is a crime of the second degree and shall be punished by a minimum term of imprisonment, which shall be fixed at no less than three years if the item is a weapon as defined by N.J.S.2C: 39-1(r). Otherwise it is a crime of the third degree.

"Unlawfully" means surreptitiously or contrary to law, regulation or order of the detaining authority.

b. Other contraband. A person commits a petty disorderly persons offense if he provides an inmate with any other thing, which the actor knows or should know it is unlawful for the inmate to possess.

As used here, the word "weapon" means any implement readily capable of lethal use and shall include any firearm, knife, dagger, razor, other cutting or stabbing implement or club, including any item that has been modified or adapted so that it can be used as a firearm, knife, dagger, razor, other cutting or stabbing implement or club. The word "firearm" includes any unloaded firearm and the unassembled components of a firearm.

Contraband shall not be permitted on the Owner(s)'s premises. Non-compliance with this policy may result in criminal charges.

39-1 Firearms, Other Dangerous Weapons and Instruments of Crime

f. "Firearm" means any handgun, rifle, shotgun, machine gun, automatic or semi-automatic rifle, or any gun, device or instrument in the nature of a weapon from which may be fired or ejected any solid projectile ball, slug, pellet, missile or bullet, or any gas, vapor or other noxious thing, by means of a cartridge or shell or by the action of an explosive or the igniting of flammable or explosive substances. It shall also include, without limitation, any firearm which is in the nature of an air gun, spring gun or pistol or other weapon of a similar nature in which the propelling force is a spring, elastic band, carbon dioxide, compressed or other gas or vapor, air or compressed air, or is ignited by compressed air, and ejecting a bullet or missile smaller than three-eighths of an inch in diameter, with sufficient force to injure a person.

r. "Weapon" means anything readily capable of lethal use or of inflicting serious bodily injury. The term includes, but is not limited to, all (1) firearms, even though not loaded or lacking a clip or other component to render them immediately operable; (2) components which can be readily assembled into a weapon; (3) gravity knives, switchblade knives, daggers, dirks, stilettos, or other dangerous knives, billies, blackjacks, bludgeons, metal knuckles, sandclubs, slingshots, cesti or similar leather bands studded with metal filings or razor blades imbedded in wood; and (4) stun guns; and any weapon or other device which projects, releases, or emits tear gas or any other substance intended to produce temporary physical discomfort or permanent injury through being vaporized or otherwise dispensed in the air.

Smoking is prohibited in the County facilities. It is also prohibited to bring any tobacco products, matches, lighters, etc. onto the Jail premises. Violators of this policy will be cited for a first degree misdemeanor and be removed and barred from the premises.

SPECIFICATIONS

Perishable Food for the County Jail

It is the intention of the County to purchase on an as needed basis various Food and Food Services commodities required by the Jail to provide approx. 750-1,000 meals per day. These may include, but are not necessarily limited to the items included specifically in this bid. Quantities purchased will depend on the jail population. The detail specifications covering these items can be found on the Perishable Food Spreadsheet. Bidders shall submit with the bid a CD containing an Excel spreadsheet of the completed "Perishable Food". The spreadsheet can be downloaded from the County website. Failure to provide this may be cause for rejection. Do not PDF spreadsheet or change format. Excel must be Windows 7 compatible. The bidder must also include in the bid response a printed copy of the completed spreadsheet.

1. Contractor shall provide only fresh, market quality with future expiration dates from date of delivery.
2. All foods shall be U.S. Grade A depending on the specific product. Upon a simple inspection, no damaged goods will be accepted.
3. All products shall be shipped F.O.B. destination as specified on order. Prices shall be solicited from the successful vendor as/when goods are required.
4. The County shall receive the full benefit of any price reduction as well as any increase over the course of a firm, fixed two-year term contract, FOB County Jail, no minimums.
5. From time to time it is necessary for the Jail to place small quantity orders on short notice. If the contract vendor cannot deliver on short notice or imposes other restrictions, the County retains the right to price these items competitively in the open market. The County cannot accept minimum order restrictions.
6. The total amount of these contracts, based on prior year averages, exceeds the current bid threshold of \$40,000.
7. It is understood by all parties that no guarantees are made as to items or quantities to be purchased, whether more or less than the estimated dollar volume.
8. All contractors shall submit proof of satisfactory health inspections and any licensing required by the State of New Jersey for food handlers.
9. Open-ended contracts may be awarded to all qualified vendors. Purchase Orders shall be issued on an as-needed basis.
10. Award shall be made on the basis of comparison of the initial prices submitted on a unit basis and, if applicable, may include but not be limited to the following factors:
 - a. Quality and reputation of products offered.
 - b. Overall completeness of the line of products offered.
 - c. The County's experience with the line of products offered.
 - d. Location of vendor's office, plant or warehouse and ability to make prompt delivery, exchange, or other availability factor.
 - e. Availability of sales or field representative to call upon and consult with the County regarding requirements.
11. Samples may be requested at no cost to the County for the purpose of evaluating quality of the items offered.
12. Deliveries shall be made between the hours of 9:00 AM and 2:30 PM Monday through Friday. **Approval needed for earlier delivery of dairy products**.

13. Vendor must notify in writing the Somerset County Jail Contract Administrator immediately if any of the supplied food has been recalled.

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"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Questionnaire	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input type="checkbox"/>	Bid Guarantee (bid bond or certified/cashier's check)	_____
<input type="checkbox"/>	(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"/>	Labor and Material (Payment) Bond	_____
<input type="checkbox"/>	Maintenance Bond	_____
B.	<u>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</u>	
<input checked="" type="checkbox"/>	Business Registration Certificate – Bidder – Prefer with Bid Response. Required by Law prior to award of contract	_____
<input type="checkbox"/>	Business Registration Certificate – Designated Subcontractor(s) – Prefer with Bid Response. Required by Law prior to award of contract	_____
<input type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid)	_____
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran- submit with bid response	_____
<input type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
C.	<u>FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION</u>	
<input type="checkbox"/>	Three (3) references for similar projects	_____
<input 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 checked="" type="checkbox"/>	Other: CD or USB flash drive with PDF of Bid Response along w/Printed Copies (ref page 1)	_____
	CD and/or USB flash drive must be labeled with the bidder's name	_____
<input type="checkbox"/>	Other:	_____
D.	<u>READ ONLY</u>	
	Americans With Disability Act of 1990 Language	_____
E.	<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
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:

Perishable Food for the County Jail
Contract #: JCC-0002-18

Bidders shall submit a CD with PDF of Bid Response along with printed copies and an Excel Spreadsheet of the completed "Spreadsheet" (ref pages 23-44). Use same columns and format as shown on the table.

Failure to provide this may be cause for rejection. Do not PDF excel spreadsheet or change format. Excel must be Microsoft Office 2010 compatible. The bidder must also include in the bid response a printed copy of the completed spreadsheet.

The following definitions apply to the spreadsheet below:

Bidder Company Name – This is the name of the bidding company. Insert your company name on every row for record identification.

Price per Pound \$ - If applies enter the cost per pound of the item

Pkg for Unit - This is the packaging which the item is sold in. In other words how the item is commonly sold. For example if the item is sold by the case this column would show "case", if sold by the box this column would show "box" or if the item is sold individually this column would show "each".

Qty per Unit – The count of how many items found in the "Pkg for Unit"

Price per Unit – This is the price for each "Pkg for Unit"

Brand Bidding- When the brand is different than specified in the description; use this column to specify the brand name.

MFR Number – provide the manufactures number for the brand being bid

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
1	BREAD: DELI ROLLS							
2	BREAD: FRENCH BREAD - UNSLICED LOAF							
3	BREAD: HAMBURGER BUNS WHITE-SLICED 12 PER BAG							
4	BREAD: HAMBURGER BUNS WHOLE WHEAT - SLICED							
5	BREAD: HOAGIE ROLLS 12 INCH							
6	BREAD: HOT DOG ROLLS WHITE- SLICED 12 PER BAG							
7	BREAD: HOT DOG ROLLS WHOLE WHEAT - SLICED							
8	BREAD: ITALIAN BREAD – UNSLICED LOAF							
9	BREAD: POTRUGUESE ROLLS DOZEN							
10	BREAD: RYE BREAD - SLICED							
11	BREAD: WHEAT BREAD - SLICED							
12	BREAD: WHITE BREAD - SLICED GIANT LOAF							
13	BREAKFAST FOODS: BACON, PORK SLICED BACON - 15 LB BOX							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
14	BREAKFAST FOODS: EGGS, LIQUID (WHOLE) 15-2LB CONT/CASE							
15	BREAKFAST FOODS: FRENCH TOAST, FROZEN – 1.5 OZ 144 in CASE							
16	BREAKFAST FOODS: PANCAKES, FROZEN							
17	BREAKFAST FOODS: WAFFLES-BLUEBERRY 1.4 OZ 120 in CASE							
18	BREAKFAST FOODS: WAFFLES-PLAIN, FROZEN 1.4 OZ 144 in CASE							
19	BUTTER: P/C CUPS 5 GRAM							
20	BUTTER: 1 LB BLOCKS							
21	BUTTER: PATS							
22	CHEESE: CHEDDAR – SHARP-SHREDDED 5 LB BAG							
23	CHEESE: MOZZARELLA-WHOLE MILK-SHREDDED 5 LB BAG							
24	CONDIMENTS: COLE SLAW 10 LB CONT							
25	CONDIMENTS: CROUTONS - SEASONED 1B BAGS							
26	CONDIMENTS: PARMESAN CHEES - GRATED 16OZ CONTAINERS							
27	DAIRY: COTTAGE CHEESE – LOW FAT 5LB CONT.							
28	DAIRY: COTTAGE CHEESE – NON FAT 1LB CONT							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
29	DAIRY: COTTAGE CHEESE – NON FAT 5LB CONT.							
30	DAIRY: COTTAGE CHEESE – REGULAR 1LB CONT							
31	DAIRY: COTTAGE CHEESE – REGULAR 5LB CONT.							
32	DAIRY: COTTAGE CHEESE: LOW FAT 1LB CONT							
33	DAIRY: CREAM CHEESE 1 LB LOAF							
34	DAIRY: CREAM CHEESE 3 LB LOAF							
35	DAIRY: CREAM CHEESE, INDIVIDUAL SERVING CONT. 100 PER CASE							
36	DAIRY: EGGS- FRESH 15 DOZ CTN							
37	DAIRY: HEAVY CREAM - 1QT							
38	DAIRY: MILK 1% – ½ PINT							
39	DAIRY: MILK 2% – ½ PINT							
40	DAIRY: MILK CHOCOLATE - 1PT SERVING							
41	DAIRY: MILK LACTAID MILK 4OZ							
42	DAIRY: MILK SKIM – ½ PINT							
43	DAIRY: MILK SOY - 8.45OZ							
44	DAIRY: MILK WHOLE – ½ PINT							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
45	DAIRY: YOGURT-FRUIT YOGURT 6OZ							
46	DAIRY: YOGURT-PLAIN YOGURT 6OZ							
47	DELI MEAT: CHICKEN ROLL- WHOLE UNSLICED							
48	DELI MEATS: BOILED HAM- WHOLE UNSLICED							
49	DELI MEATS: BOLOGNA-BEEF - WHOLE UNSLICED							
50	DELI MEATS: BOLOGNA-SHICKHAUS-ALL MEAT- WHOLE UNSLICED							
51	DELI MEATS: CAPACOLA- WHOLE UNSLICED							
52	DELI MEATS: HAM, PIT HAM- WHOLE UNSLICED							
53	DELI MEATS: HAM, TAVERN HAM- WHOLE UNSLICED							
54	DELI MEATS: LIVERWURST- WHOLE UNSLICED							
55	DELI MEATS: PEPPERONI - WHOLE UNSLICED							
56	DELI MEATS: PROSCUITTO- WHOLE UNSLICED							
57	DELI MEATS: ROAST BEEF- WHOLE UNSLICED							
58	DELI MEATS: SALAMI - GENOA- WHOLE UNSLICED							
59	DELI MEATS: SALAMI - HARD- WHOLE UNSLICED							
60	DELI MEATS: SPICED HAM- WHOLE UNSLICED							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
61	DELI MEATS: TURKEY BREAST- WHOLE UNSLICED							
62	DELI MEATS: VIRGINIA HAM- WHOLE UNSLICED							
63	DELI: CHEESE SWISS - BLOCK							
64	DELI: CHEESE SWISS-ALPINE LACE SWISS CHEESE (BLOCK)							
65	DELI: CHEESE WHITE AMERICAN CHEESE – 120 SLICE 5 LB							
66	DELI: CHEESE YELLOW AMERICAN CHEESE – 120 SLICE 5 LB							
67	FROZEN FOODS: BURRITOS BEAN - FROZEN							
68	FROZEN FOODS: BURRITOS BEEF AND BEAN - FROZEN							
69	FROZEN FOODS: BURRITOS BEEF-FROZEN							
70	FROZEN FOODS: MOZARELLA STICKS, BREADED							
71	FROZEN FOODS: ONION RINGS: BATTER DIPPED WHOLE ONION RINGS							
72	FROZEN FOODS: POCKETS CHEESE & BROCCOLI POCKETS							
73	FROZEN SOUP: CHICKEN RICE							
74	FROZEN SOUP: CREAM OF BROCCOLI							
75	FROZEN SOUP: ESCAROLE							
76	FROZEN SOUP: FIRE ROASTED VEGETABLE							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
77	FROZEN SOUP: ITALIAN WEDDING							
78	FROZEN SOUP: LENTIL BEAN							
79	FROZEN SOUP: MANHATTAN CLAM CHOWDER SOUP							
80	FROZEN SOUP: NEW ENGLAND CLAM CHOWDER							
81	FROZEN SOUP: ONION SOUP							
82	FROZEN SOUP: PASTA FAGIOLI							
83	FROZEN SOUP: POTATO							
84	FROZEN SOUP: POTATO BACON							
85	FROZEN SOUP: SEAFOOD BISQUE							
86	FROZEN SOUP: YANKEE BEAN							
87	FROZEN: POCKETS CHICKEN, CHEESE & BROCCOLI POCKETS							
88	FRUIT: APPLES-EMPIRE							
89	FRUIT: APPLES-GOLDEN DELICIOUS							
90	FRUIT: APPLES-GRANNY SMITH							
91	FRUIT: APPLES-RED DELICIOUS							
92	FRUIT: APPLES-ROME							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
93	FRUIT: BANANAS							
94	FRUIT: BLUEBERRIES							
95	FRUIT: CANTALOUPE							
96	FRUIT: CHERRIES							
97	FRUIT: CLEMENTINES							
98	FRUIT: GRAPEFRUIT-RED							
99	FRUIT: GRAPES-RED							
100	FRUIT: GRAPES-WHITE							
101	FRUIT: HONEYDEW							
102	FRUIT: KIWI							
103	FRUIT: LEMONS							
104	FRUIT: LIMES							
105	FRUIT: NECTARINES							
106	FRUIT: ORANGES							
107	FRUIT: PEACHES							
108	FRUIT: PEARS							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
109	FRUIT: PLUMS							
110	FRUIT: STRAWBERRIES							
111	FRUIT: TANGERINES							
112	FRUIT: WATERMELON							
113	JUICE CUPS: APPLE - FROZEN JUICE CUP-4OZ / 96 per CASE							
114	JUICE CUPS: CRANBERRY FROZEN JUICE CUP-4OZ 96 PER CASE							
115	JUICE CUPS: FRUIT PUNCH -FROZEN JUICE CUP-4OZ / 96 PER CASE							
116	JUICE CUPS: GRAPE - FROZEN JUICE CUP-4OZ / GRAPE 96 PER CASE							
117	JUICE CUPS: GRAPEFRUIT FROZEN JUICE CUP-4OZ / 96 PER CASE							
118	JUICE CUPS: ORANGE - FROZEN JUICE CUP-4OZ 96 per CASE							
119	JUICE CUPS: PINEAPPLE-FROZEN JUICE CUP-4OZ / ORANGE PINEAPPLE 96 per CASE							
120	JUICE CUPS: PRUNE - FROZEN JUICE CUP-4OZ / PRUNE 96 per CASE							
121	KOSHER MEALS: BAKED ZITI, Kosher 100Z MEALS 6 MEALS/CASE							
122	KOSHER MEALS: BRISKET BEEF DINNER, KOSHER 120Z MEALS / 12 MEALS/CASE							
123	KOSHER MEALS: CHEESE SANDWICH, KOSHER - 12 SANDWICHES/CASE							
124	KOSHER MEALS: CHICKEN SOUP, KOSHER 9OZ CUPS / 12 CUPS/CASE							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
125	KOSHER MEALS: CHICKEN, ROASTED 12OZ MEALS 6 MEALS/CASE							
126	KOSHER MEALS: EGG SALAD, KOSHER 4OZ CUPS / 24 CUPS/CASE							
127	KOSHER MEALS: EGGPLANT 12OZ MEALS - 12 MEALS/CASE							
128	KOSHER MEALS: FISH, KOSHER 12OZ MEALS 12 MEALS/CASE							
129	KOSHER MEALS: KOSHER SPAGHETTI 12OZ MEALS 6MEALS/CASE							
130	KOSHER MEALS: KOSHER STUFFED CABBAGE 12OZ MEALS 6MEALS/CASE							
131	KOSHER MEALS: KOSHER STUFFED SHELLS / 12OZ MEALS 12MEALS/CASE							
132	KOSHER MEALS: KOSHER TOMATOR SOUP 9OZ CUPS 12CUPS/CASE							
133	KOSHER MEALS: KOSHER VEG STUFFED CABBAGE / 12OZ MEALS 12 MEALS/CASE							
134	KOSHER MEALS: KOSHER VEG. SALISBURY STEAK / 10OZ MEALS 6 MEALS/CASE							
135	KOSHER MEALS: LOMEIN, KOSHER 12OZ MEALS 12MEALS/CASE							
136	KOSHER MEALS: MAC & CHEESE 12OZ MEALS 12 MEALS/CASE							
137	KOSHER MEALS: MATZOH BALL SOUP 9OZ CUPS 12 CUPS/CASE							
138	KOSHER MEALS: MEATLOAF 12OZ MEALS - 12 MEALS/CASE							
139	KOSHER MEALS: PASTA PRIMAVERA, KOSHER 12OZ MEALS 12 MEALS/CASE							
140	KOSHER MEALS: POT ROAST, KOSHER 13OZ MEALS 6 MEALS/CASE							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
141	KOSHER MEALS: SALISBURY STEAK 12OZ MEALS - 6 MEALS/CASE							
142	KOSHER MEALS: SPAGHETTI & MEATBALLS 13OZ MEALS 6 MEALS/CASE							
143	KOSHER MEALS: STUFFED VEGETABLE PEPPERS 12OZ MEALS - 12 MEALS/CASE							
144	KOSHER MEALS: TURKEY, ROASTED 12OZ MEALS 6 MEALS/CASE							
145	KOSHER MEALS: VEGETABLE SOUP 9OZ CUPS 12 CUPS/CASE							
146	KOSHER MEALS: VEGGIE VEAL STEAKS - 12OZ MEALS / 12 MEALS/CASE							
147	MARGARINE: OLEO BLOCKS 1 LB 30 / CASE							
148	MARGARINE: OLEO REDDIES – 90 COUNT PER POUND 12 LB CASE							
149	MEAT: BEEF CUBES 1" – 10 LB BAG							
150	MEAT: BEEF STROGANOFF 4-6LB TRYS							
151	MEAT: BEEF, GROUND - 10 LB BAG							
152	MEAT: BOTTOM ROUNDS – 15 TO 20 LB AVG							
153	MEAT: BURGERS 100 % BEEF - 6OZ							
154	MEAT: BURGERS, BEEF - BREADED-4OZ							
155	MEAT: BURGERS, CHICKEN (RAW) 4 OZ							
156	MEAT: CHICKEN BREAST– WHOLE UNSLICED							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
157	MEAT: CHICKEN BREAST, BREADED COOKED PCASE							
158	MEAT: CHICKEN BREAST, COOKED UNBREADED PCASE							
159	MEAT: CHICKEN COOKED FROZEN W/ WILD RICE & CHEESE & HAM							
160	MEAT: CHICKEN CUTLETS BREADED, COOKED 4 OZ							
161	MEAT: CHICKEN CUTLETS, COOKED UNBREADED							
162	MEAT: CHICKEN CUTLETS, UNBREADED RAW/FROZEN							
163	MEAT: CHICKEN CUTLETS, UNBREADED RAW-FRESH							
164	MEAT: CHICKEN HALVES, FRESH/ICED							
165	MEAT: CHICKEN HOT DOGS – 8/1 COUNT							
166	MEAT: CHICKEN LEGS RAW/FRESH							
167	MEAT: CHICKEN LEGS RAW/FROZEN							
168	MEAT: CHICKEN LEGS RAW/ICED							
169	MEAT: CHICKEN LEGS, COOKED UNBREADED PCASE							
170	MEAT: CHICKEN NUGGETS, BREADED COOKED							
171	MEAT: CHICKEN PATTIES, BREADED COOKED 4 OZ							
172	MEAT: CHICKEN QUARTERS, BREADED/COOKED							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
173	MEAT: CHICKEN QUARTERS, FRESH/ICED							
174	MEAT: CHICKEN STRIPS, COOKED BREADED							
175	MEAT: CHICKEN STRIPS, COOKED UNBREADED							
176	MEAT: CHICKEN TENDERS, COOKED BREADED							
177	MEAT: CHICKEN THIGHS, BREADED/COOKED PCASE							
178	MEAT: CHICKEN THIGHS, COOKED PCASE							
179	MEAT: CHICKEN WINGS, BUFFALO COOKED							
180	MEAT: CHICKEN WINGS, COOKED BARBECUE							
181	MEAT: CHICKEN WINGS, COOKED PLAIN							
182	MEAT: CHICKEN WINGS, COOKED UNBREADED							
183	MEAT: CHICKEN WINGS, FROZEN							
184	MEAT: CHICKEN WINGS-RAW							
185	MEAT: CHICKEN, COOKED FROZEN CHICKEN W/ WILD RICE & CHEESE							
186	MEAT: CHICKEN, COOKED FROZEN W/ WILD RICE							
187	MEAT: CHICKEN, WHOLE RAW/ICED							
188	MEAT: CORN DOG (BEEF NO STICK), FROZEN							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
189	MEAT: CORN DOG NUGGETS (BEEF), FROZEN							
190	MEAT: CORN DOGS (BEEF) FROZEN							
191	MEAT: CORNED BEEF- WHOLE UNSLICED							
192	MEAT: FRANKS - BEEF & PORK							
193	MEAT: FRANKS, BEEF - 8-1LB PACKAGE							
194	MEAT: HOT DOG HEBREW NATIONAL KOSHER							
195	MEAT: KIELBASA - 10 LB BOX							
196	MEAT: MEATBALLS-BEEF .5OZ / 10 LB BOX							
197	MEAT: MEATBALLS-BEEF 2 OZ / 10 LB BOX							
198	MEAT: PORK CHOPS - CENTER CUT							
199	MEAT: PORK LOINS-WHOLE / 30 - 40 LB AVG							
200	MEAT: PORK ROAST							
201	MEAT: PORK ROLL - WHOLE UNSLICED							
202	MEAT: PORK, GROUND - 10 LB BAG							
203	MEAT: ROAST, RIB EYE							
204	MEAT: SAUSAGE LINKS, BREAKFAST 10 LB BOX							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
205	MEAT: SAUSAGE, BEEF SAUSAGE- 10 LB BAG							
206	MEAT: SAUSAGE, ITALIAN PORK SAUSAGE- 10 LB BAG							
207	MEAT: STEAKUMS 4OZ - 10LB CASES							
208	MEAT: TOP ROUNDS – 15 TO 20 LB AVG							
209	MEAT: TURKEY BREAST, RAW (IN BAG 9-12 LB AVG)							
210	MEAT: TURKEY BURGERS (RAW) 4 OZ							
211	MEAT: TURKEY HOT DOGS – 8/1 COUNT							
212	MEAT: TURKEY LEGS-RAW/ICED							
213	MEAT: TURKEY MEAT, GROUND (RAW)							
214	MEAT: TURKEY ROLL– WHOLE UNSLICED							
215	MEAT: TURKEY, WHOLE - FROZEN							
216	MEAT: VEAL PATTIES BREADED- 4OZ							
217	MEAT: VEAL PATTIES UNBREADED- 4OZ							
218	MEAT: CHICKEN LEG, BREADED COOKED PCASE							
219	PASTA: RAVIOLI CHEESE 102 / 8LB CASE							
220	PASTA: RAVIOLI MEAT 102 / 8LB CASE							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
221	PASTA: RAVIOLI SEAFOOD 102 / 8LB CASE							
222	PASTA: STUFFED SHELLS – 2.75 OZ 70 / CASE							
223	PASTRAMI– WHOLE UNSLICED							
224	PIEROGI-CHEESE & POTATO							
225	PIZZA: CHEESE FROZEN PIZZA 3" X 5" SQUARES 50/CASE–3 OZ							
226	PIZZA: CHEESE FROZEN PIZZA 5" ROUND – 5 OZ EACH 60 / CASE							
227	POT PIES: BEEF POT PIES 9.5 OZ 24 per CASE							
228	POT PIES: CHICKEN POT PIES 9.5 OZ 24 per CASE							
229	POT PIES: TURKEY POT PIES 9.5 OZ 24 per CASE							
230	POTATO: HASH BROWN POTATO – INDIVIDUAL							
231	POTATO: HASH BROWN POTATO 21 lbs							
232	POTATO: POTATO SKINS, FROZEN							
233	POTATO: POTATO WEDGES (SKIN OFF)							
234	POTATO: POTATO WEDGES (SKIN ON) 25 lbs							
235	POTATO: POTATO, FRENCH FRIED POTATO – CRINKLE CUT 30 LB							
236	POTATO: POTATO, FRENCH FRIED POTATO – CURLY							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
237	POTATO: POTATO, FRENCH FRIED POTATO – REGULAR							
238	POTATO: POTATO, FRENCH FRIED POTATO – SHOE STRING 30 LB							
239	POTATO: SCALLOPED POTATOES W/ CHEESE 4-6LB TRYS							
240	POTATO: STEAK FRIED POTATO							
241	POTATO: TATER TOTS							
242	POTATO: TATER TOTS W / CHEESE							
243	PRE-COOKED MEALS: EGGPLANT PARMESAN 4-6LB TRYS							
244	PRE-COOKED MEALS: LASAGNA, CHEESE 4-6LB TRYS							
245	PRE-COOKED MEALS: LASAGNA, MEAT 4-6LB TRYS							
246	PRE-COOKED MEALS: LASAGNA, VEGETABLE LASAGNA 4-6LB TRYS							
247	PRE-COOKED MEALS: MACARONI & BEEF / TOMATO SAUCE 4-6LB TRYS							
248	PRE-COOKED MEALS: MACARONI & CHEESE 4-6LB TRYS							
249	PRE-COOKED MEALS: MEATLOAF, SLICED W/ SAUCE 4-6LB TRYS							
250	PRE-COOKED MEALS: POTATO SCALLOPED POTATOES 4-6LB TRYS							
251	PRE-COOKED MEALS: SALISBURY W/ GRAVY 4-6LB TRYS							
252	PRE-COOKED MEALS: STUFFED CABBAGE / NO SAUCE 4-6LB TRYS							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
253	PRE-COOKED MEALS: STUFFED CABBAGE W/SAUCE 4-6LB TRYS							
254	PRE-COOKED MEALS: STUFFED PEPPERS / NO SAUCE 4-6LB TRYS							
255	PRE-COOKED MEALS: STUFFED PEPPERS 4-6LB TRYS							
256	PRE-COOKED MEALS: SWEDISH MEATBALLS W/ GRAVY 4-6LB TRYS							
257	SEAFOOD: COD FISH – BREADED - 5 OZ 10 LB BOX							
258	SEAFOOD: CODFISH – RAW - 5 OZ 10 LB BOX							
259	SEAFOOD: FISH STICKS POLLOCK-BREADED FISH STICKS-1 OZ 10 LB BOX							
260	SEAFOOD: FLOUNDER, BREADED 10 LB BOX							
261	SEAFOOD: FLOUNDER, LEMON INCRUSTED FLOUNDER –4 OZ 10 LB BOX							
262	SEAFOOD: FLOUNDER-RAW 10 LB BOX							
263	SEAFOOD: POLLOCK- BREADED - 4 OZ 10 LB BOX							
264	SEAFOOD: POLLOCK-RAW – 4 OZ 10 LB BOX							
265	SEAFOOD: SEA LEGS, IMITATION 10 LB BOX							
266	SEAFOOD: TILAPIA FILET – 5 OZ 10 LB BOX							
267	SEAFOOD: WHITING-BREADED SQUARES – 4 OZ 10 LB BOX							
268	SEASONING: GARLIC							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
269	SEASONING: GARLIC-PEELED							
270	SEASONING: PARSLEY							
271	SEASONING: SCALLIONS							
272	SHAKES: HIGH PROTEIN SHAKES – ASST FLAVORS 4 OZ 75 per CASE							
273	SOUR CREAM: 5 LB CONTAINER							
274	SOUR CREAM: P/C 1 OZ 100 / CASE							
275	VEGAN: CHICKEN NUGGETS 10 LB BOX							
276	VEGAN: CHICKEN PATTIES, BREADED 48/CASE							
277	VEGAN: CHICKEN PATTIES, VEGGIE/UNBREADED 48/CASE							
278	VEGAN: CHICKEN PATTY FROZEN BREADED VEGAN CHICKEN PATTY							
279	VEGAN: CHICKEN STRIPS, VEGAN/FROZEN							
280	VEGAN: CHICKEN STRIPS-VEGGIE/BREADED 10 LB BOX							
281	VEGAN: CHILI, VEGAN (Frozen)2.5 Lb Bag 10LB BOX							
282	VEGAN: GRILLED STEAK, VEGGIE / 3.2 oz. Ea.48/CASE							
283	VEGAN: HOT DOGS-VEGGIE 10 LB BOX							
284	VEGAN: MEATBALLS, FROZEN VEGAN MEATBALLS – 1 OZ							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
285	VEGAN: MEATBALLS, VEGGIE 10 LB BOX							
286	VEGAN: VEGETABLE PATTIES, VEGAN (47 PATTIES/ BOX) 10.5 LB BOX							
287	VEGAN: VEGETARIAN PATTIES – 4 OZ							
288	VEGETABLES: FROZEN MIXED VEGETABLES 2.5LB BG-12 in CASE							
289	VEGETABLES: ASPARAGUS							
290	VEGETABLES: BASIL							
291	VEGETABLES: BROCCOLI SPEARS 2LB BG-12/ CASE, FROZEN							
292	VEGETABLES: BROCCOLI STALKS							
293	VEGETABLES: BRUSSEL SPROUTS 2.5LB BG-12/ CASE, FROZEN							
294	VEGETABLES: CABBAGE - RED							
295	VEGETABLES: CABBAGE – WHITE							
296	VEGETABLES: CARROTS – BABY / 1 LB BAGS							
297	VEGETABLES: CARROTS – LARGE							
298	VEGETABLES: CELERY - (WHOLE)							
299	VEGETABLES: CELERY (HEARTS) 2 PER BG							
300	VEGETABLES: CILANTRO							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
301	VEGETABLES: CORN ON THE COB							
302	VEGETABLES: CUCUMBERS							
303	VEGETABLES: EGGPLANT							
304	VEGETABLES: ESCAROLE							
305	VEGETABLES: FROZEN ASPARAGUS 2.5LB BG-12/ CASE							
306	VEGETABLES: FROZEN CARROTS SLICED 2.5LB BG-12/ CASE							
307	VEGETABLES: FROZEN CAULIFLOWER 2.5LB BG-12/ CASE							
308	VEGETABLES: FROZEN CORN- WHOLE KERNEL 2.5LB BG-12/ CASE							
309	VEGETABLES: FROZEN GREEN SNAP BEANS 2.5LB BG-12/ CASE							
310	VEGETABLES: FROZEN ITALIAN GREEN BEANS 2LB BG-12/ CASE							
311	VEGETABLES: FROZEN LIMA BEANS 2.5LB BG-12/ CASE							
312	VEGETABLES: FROZEN PEAS 2.5LB BG-12 in CASE							
313	VEGETABLES: FROZEN WHOLE GREEN BEANS 2.5LB BG-12/ CASE							
314	VEGETABLES: FROZEN YELLOW SQUASH 2.5LB BG-12/ CASE							
315	VEGETABLES: GREEN SQUASH							
316	VEGETABLES: LETTUCE, SPRING MIX 1.5 LB BAG							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
317	VEGETABLES: LETTUCE, ICEBERG							
318	VEGETABLES: LETTUCE, ROMAINE							
319	VEGETABLES: LETTUCE, SHREDDED ICEBURG - 5 LB BG							
320	VEGETABLES: MUSHROOMS							
321	VEGETABLES: MUSHROOMS, WHOLE - PINT CONTAINERS							
322	VEGETABLES: ONIONS – RED 25 LB BAG							
323	VEGETABLES: ONIONS – YELLOW 25 LB BAG							
324	VEGETABLES: PEPPERS-GREEN 15 LB BOX							
325	VEGETABLES: PEPPERS-YELLOW 15 LB BOX							
326	VEGETABLES: POTATO DICED WHITE - 5LB BAG							
327	VEGETABLES: POTATO-BAKING							
328	VEGETABLES: POTATO-IDAHO							
329	VEGETABLES: POTATO-RED							
330	VEGETABLES: POTATO-ROASTING							
331	VEGETABLES: POTATO-SWEET							
332	VEGETABLES: RADISHES							

Item #	Description	Bidder Company Name	Price per Pound \$	Pkg for Unit	Qty per Unit	Price Per Unit \$	Brand Bidding	MFR Number
333	VEGETABLES: RED PEPPERS (15 LB BOX)							
334	VEGETABLES: SNOW PEAS							
335	VEGETABLES: SNOW PEAS, FROZEN 2.5LB BG-12/ CASE							
336	VEGETABLES: SPINACH, FROZEN 3LB BG-12 in CASE							
337	VEGETABLES: SPINACH-BABY							
338	VEGETABLES: STRING BEANS-WHOLE							
339	VEGETABLES: TOMATOES 5X6 25 LB BOX							
340	VEGETABLES: TOMATOES SUN DRIED 5 LB BAG							
341	VEGETABLES: TOMATOES-BEEFSTEAK 6X6							
342	VEGETABLES: TOMATOES-CHERRY PINT CONTAINERS							
343	VEGETABLES: TOMATOES-GRAPE PINT CONTAINERS							
344	VEGETABLES: TOMATOES-PLUM 25 LB BOX							
345	VEGETABLES: YELLOW SQUASH							
346	VEGETABLES: ZUCCHINI, FROZEN ZUCCHINI / SLICED 3LB BG-12/ CASE							

PROPOSAL SIGNATURE PAGE

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
OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____ | |

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there **are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below**. If one or more such stockholders 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% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

I certify that the **list below** contains the names and 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.

Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filling with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(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 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 _____.

EXHIBIT 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 photo static 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 photo static 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 successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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:

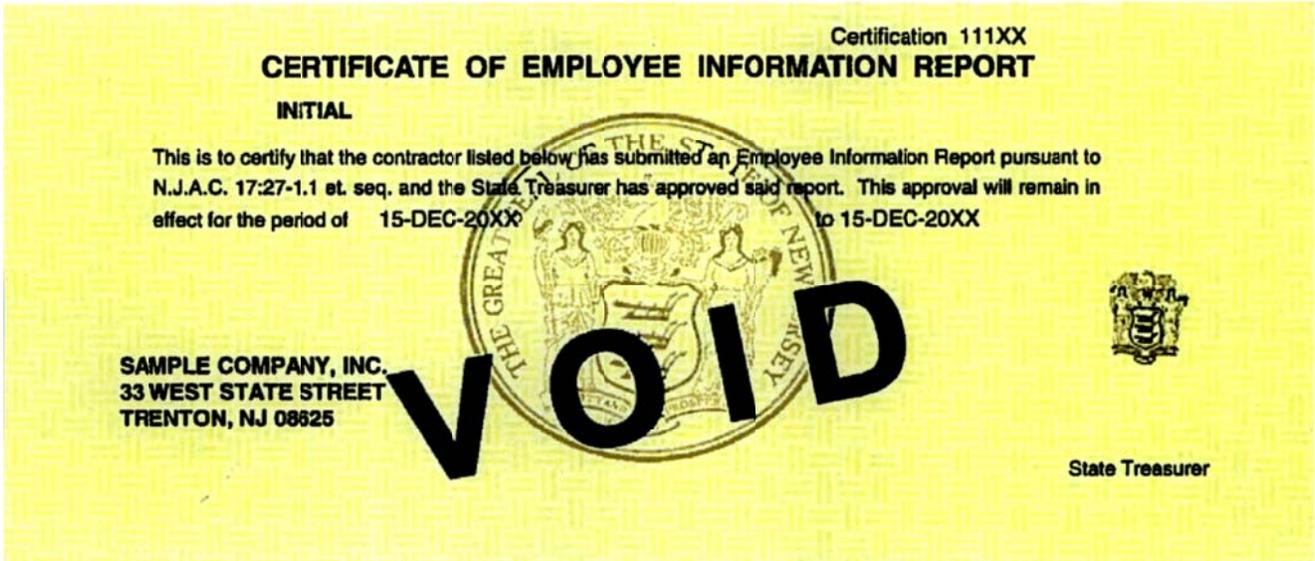
Letter of Federal Affirmative Action Plan Approval

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**.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



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

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

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID/RFP/Solicitation Number: _____

Bidder/Offeror: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

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

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