



**COUNTY OF PASSAIC**  
**PROCUREMENT CENTER**  
**Michael Marinello, Purchasing Agent QPA, CCPO**

**BID# SB-19-016**

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

**CONTRACT PERIOD:** May 1, 2019 through April 30, 2020

The County of Passaic is inviting qualified vendors to bid:

***Milk, Other Dairy Products and Prepared Salads for the County of Passaic***

***Departments and Institutions***

**RECEIPT OF BIDS**

This bid is to be received on **March 27, 2019** at 10:30 am (prevailing time) by the County of Passaic Procurement Center, located at 495 River Street, Paterson, New Jersey 07524.

**NO BID PROPOSAL SHALL BE RECEIVED IN PERSON OR BY MAIL AFTER THE HOUR DESIGNATED.**

**BID DOCUMENT CHECKLIST**

This form is provided for the bidder's use in assuring compliance with all the required documents to be submitted with this bid proposal. Failure to submit these documents could be cause for rejection of this bid proposal. All signatures and seals, where required, must be original signatures and seals.

Required by the County of Passaic	Document	Read, Sign and Submit
X	Stockholder Disclosure Certification <b>(Exhibit I)</b>	
X	Non-Collusion Affidavit <b>(Exhibit II)</b>	
	Bid Guarantee (10% Bid Bond, Certified Check, or Cashier Check) <b>(Exhibit III)</b>	
	Consent of Surety <b>(Exhibit IV)</b>	
X	Disclosure of Investment Activities in Iran <b>(Exhibit V)</b>	
X	Last Page Signature <b>(Exhibit VI)</b>	
	Public Works Registration Certificate	
X	State of NJ Business Registration Certificate	

**NOTE: Bid Document return envelopes MUST CLEARLY IDENTIFY THE BID NAME, BID NUMBER AND BID OPENING DATE ON THE EXTERIOR OF THE COMMON CARRIER OR COMPANY MAILING ENVELOPE.**

**BID# SB-19-016**

**COUNTY OF PASSAIC  
NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received on **March 27, 2019** at 10:30 am (prevailing time) in the Passaic County Procurement Center, located at 495 River St, 2<sup>nd</sup> Fl, Paterson, NJ 07524 for the following:

***Milk, Other Dairy Products and Prepared Salads for the County of Passaic  
Departments and Institutions***

Bid specifications are available by download via our website [www.passaiccountynj.org](http://www.passaiccountynj.org). If you experience difficulty downloading a bid, please email [bidrequest@passaiccountynj.org](mailto:bidrequest@passaiccountynj.org) and provide your full contact information including US mail address and fax number and a proposal can be emailed.

All proposals must be submitted on the forms supplied, in paper format with all original signatures, along with (2) paper copies plus 1on CD or USB Flash Drive.

Proposals must be received either in person at the hour designated in this advertisement or previous thereto to the PASSAIC COUNTY PROCUREMENT CENTER. **NO LATE PROPOSALS OR BIDS WILL BE ACCEPTED.**

The proposal must be accompanied by all documents required by the conditions and specifications for submitting a proposal. Bidders are required to comply with the requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-5.2.

The Board of Chosen Freeholders of the County of Passaic reserves the right to consider the bids for sixty (60) days after the receipt thereof and further reserves the right to reject any and all bids, waive informalities, and make such awards or take action as may be in the best interest of the County.

For bidders future reference, copies of Notice to Bidders can be also received via email alerts. Please visit Passaic County's website at [www.passaiccountynj.org](http://www.passaiccountynj.org) and click "RECEIVE NOTIFICATIONS."

Michael Marinello QPA, CCPO, Purchasing Agent  
(973) 247-3300 [michaelm@passaiccountynj.org](mailto:michaelm@passaiccountynj.org)

## GENERAL INSTRUCTIONS AND CONDITIONS TO BIDDERS

### PROCEDURE FOR SUBMITTING BID PROPOSAL:

This bid shall be delivered either in person at the hour designated above and in the advertisement on Page 2, OR previous thereto by hand delivery, regular mail or overnight delivery to the **Passaic County Procurement Center** located at 495 River St, 2nd Floor, Paterson, NJ 07524.

Please take note that some overnight delivery services guarantee delivery of your packages by 7:00 am. The county offices are not open this early and some vendors are discovering that the delivery services will not re-attempt delivery of the package until after the bid opening. It is incumbent upon you, the bidder, to insure that your bid is received and delivery is not simply attempted prior to the bid opening.

Any bidder who has mailed, hand delivered or overnight delivered a bid to the County Procurement Center ahead of time may attend the bid opening for the reading of the bids. However, the County of Passaic is not responsible for any bid that is either sent by mail or overnight delivered from not arriving at the prevailing bid time. Bids received after the designated time and date will be returned unopened. Bids will be opened and read aloud at the prevailing time. Bid Packages will not be available for review until the Department of Purchasing and/or the appropriate using Department has the opportunity to review and tabulate the results of the bids.

### CONDITIONS FOR SUBMITTING A PROPOSAL:

1. Bids must be submitted, in ink or, typewritten **ONLY**. The County of Passaic reserves the right to reject any penciled bids.
2. Bidders shall not submit bids with qualifying conditions or provisions.
3. Bidders are urged to read and familiarize themselves with the conditions, legal notice, specifications and proposal as outlined herein.
4. Bidders shall not submit more than one (1) unit price per item or submit prices on more items than is requested, or the bid shall be rejected as "Conditional".

### THE FOLLOWING CONDITIONS FOR SUBMITTING A PROPOSAL CAN NOT BE WAIVED:

The specifications and proposal shall be submitted in their entirety, completed and signed on the **LAST PAGE, EXHIBIT VI**, as detailed therein. with:

5. A non-collusion affidavit, **Exhibit II** that must be **SIGNED AND NOTARIZED and**
6. In all cases where required, a certified check, or cashier's check, OR bid bond, utilizing our form, **Exhibit III** attached, issued to the County of Passaic, in the amount of 10% of the bid, not to exceed \$20,000 dollars, guaranteeing acceptance of the contract if awarded, and
7. A statement (**Exhibit I**) setting forth the names and addresses of all stockholders in a corporation who own ten percent (10%) or more of its stock of any class, or all individual partners in the partnership who own a ten percent (10%) or greater interest therein, and or sole proprietor or not for profit corporation.
8. In all cases where required, Service, Maintenance and Installation Contracts shall require a certification from a surety company (Consent of Surety), stating that it will provide the contractor with a guarantee performance bond in the amount of the contract, utilizing our form, **Exhibit IV**, attached.

FOR MERCHANDISE BIDS ONLY, THE CERTIFICATE OF SURETY SHALL BE REQUIRED IF THE TOTAL BID SUBMITTED IS MORE THAN \$125,000.00.

If any discrepancies or omissions appear in the specifications, the bidder shall notify the Purchasing Agent in writing of any such discrepancy or omission.

9. A Disclosure of Investment Activities in Iran certificate, **Exhibit V** must be completed and **SIGNED**.

**BIDDERS ARE RESPONSIBLE FOR ERRORS MADE BY THE PARTY SUBMITTING THE BID**

**PREVAILING WAGE RATES:**

The New Jersey Prevailing Wage Act, N.J.S.A. **34:11-55.25**, et. seg. P.D.1963, Chapter 150, are hereby made a part of every contract entered into by the County of Passaic and by any non-County public participant, except those contracts which are not within the contemplation of the Act; and the bidder's signature on his proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

**Effective February 18, 1992, Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-55.25 et. seq. requires that all public works contractors shall submit a certified payroll record to the County of Passaic, county Counsel Room 214 or lesser which contracted for the public works project for each payroll period within ten (10) days of the payment of wages. Employers not paying the itemized employee benefits to a payee designated in a collective bargaining agreement shall pay them directly to the employee on each payday as part of their wages. The County of Passaic shall review, file and make available for inspection during normal business hours the certified payroll records.**

Applicable rates are those wages and fringe benefit rates in effect on the date the contract is awarded all predetermined rate increases listed at the time of the contract award must also be paid, beginning on the dates specified. Rates may change between the time of issuance of this determination and the award of the public works contract. Therefore, prior to the award of the public works contract, verification must be made with the Public Contracts Section, to insure that the rates contained in the determination are still prevailing. If a new rate is not listed after the expiration date, the old rate will continue to prevail. Contractors and subcontractors shall post the prevailing wage rates, for each classification as herein determined, in a prominent and easily accessible place at the site of the work or at such places as are used to pay workmen their wages.

**NON-COLLUSION AFFIDAVIT:**

The bidder must submit a signed non-collusion affidavit that is attached to each bid, and must be notarized see **Exhibit II**.

**BIDS SECURITY GUARANTEE: (BID BOND REQUIREMENT)** If required as marked on Cover Page: The proposal, when submitted shall be accompanied by a bid security guarantee in the form of a certified check, cashier s check or bid bond, utilizing our form, **Exhibit III**, attached, made payable to the County of Passaic Treasurer, in the sum of not less than ten percent (10%) of the amount of the proposal, except that the amount of the check or bid bond need not exceed \$20,000.00 Pursuant to N.J.S.A. 40AII-21. **AS TO ONLY BIDS FOR FROZEN FOODS, FOWL AND FISH, WHEN A PERFORMANCE BOND IS NOT PROVIDED, THE COUNTY OF PASSAIC RESERVES THE RIGHT TO RETAIN THE TEN PERCENT (10%) BID SECURITY GIVEN BY SUCCESSFUL BIDDERS UNTIL COMPLETION OF THE AGREEMENT.**

The surety company providing the Bid Bond, if required with this bid proposal, consent of surety and the performance bond must, be authorized pursuant to New Jersey Statutes to carry on business in the State of New Jersey as specified in N.J.S.A. 17:171 (G) and must have Best's Rating of B+ or better and a Best's Financial Size Category of VII or larger, the minimum ratings and financial size categories are those listed for the Surety Company in the most current issues of Best's Key rating Guide, Property-Casualty, published by the A.M. Best Company, Oldwick, New Jersey.

**RETURN OF BID SECURITY:**

N.J.S.A. 40A: 11-24 provides for the return of deposits as follows: All bid security, except the security of the three apparent lowest responsible bidders, shall be returned, unless otherwise requested by the bidder, within ten (10) days after the opening of the bids, Sundays and Holidays excluded, and the bids of such bidders shall be considered as withdrawn. Within three (3) days, Sundays and Holidays excluded, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

**CERTIFICATE OF SURETY:**

If required as marked on Cover Page: Pursuant to N.J.S.A. 40A: 11-22, the proposal must be accompanied by a certificate from a surety company duly authorized to do business in this State and satisfactory to the Board of Chosen Freeholders of the County Of Passaic, stating that such surety company will provide the bidder with the guaranty performance bond or other security required as a guarantee indemnification, required in the specifications, conditioned upon the faithful performance of any and all provisions of the Contract utilizing our form, **Exhibit IV** attached. **FOR MERCHANDISE ONLY, THIS CERTIFICATE WILL BE REQUIRED IF THE TOTAL BID SUBMITTED IS MORE THAN \$125,000.00.**

In all cases, Service, Maintenance and Installation Contracts shall require a certification of surety.

**PERFORMANCE BOND:**

The successful bidder shall, **when applicable**, simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred (100%) of the acceptable bid as security for the faithful performance of this contract. However, notwithstanding the above, the successful bidder awarded a contract for this bid shall not be required to submit a bond in an amount greater than \$250,000.00, for the term of the contract, if the bidder's total contract award exceeds this figure. On multi-year contracts, the term of the contract shall constitute the entire term.

**Affirmative ACTION STATEMENT:**

The provisions of Chapter 127, Public Laws of 1975, (N.J.A.C. 17-27) are applicable to this contract. Bidders are required to familiarize themselves and comply with the requirements of the State of N.J. statute.

See Exhibit A for Goods, Professional Services and General Service Contracts.

See Exhibit B for Construction Contracts.

**REQUIRED AFFIRMATIVE ACTION EVIDENCE:**

For Procurement (Goods), Professional and Service Contracts, all successful vendors shall submit within seven (7) days of the notice of intent to award

or the signing of the contract, one of the following:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval
2. A photocopy of their E-Wee Information Report or
3. A completed Affirmative Action Employee Information Report (AA302).

**STATE OF NJ BUSINESS CERTIFICATE:**

Each bidder (contractor) is required to submit proof of business registration prior to award of 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](http://www.nj.gov/treasury/revenue/busregcert.shtml) or by phone at (609) 292-9292.

#### FORM W-9

Please complete, sign and include with your bid response Form W-9 Request for Taxpayer Identification Number and Certification. Web-link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

#### SIGNING OF CONTRACT

After an award of a contract by the Board of Chosen Freeholders, the successful bidder will be required to return an executed contract within ten (10) calendar days of physically receiving the contract for execution  
**RIGHT - TO- KNOW –(MATERIAL) SAFTY DATA SHEETS AND LABELING REQUIREMENTS:**

As Per New Jersey Worker and Community Right to Know Act N.J.S.A. 34:5A-1 et seq. and the New Jersey Public Employees' Occupational Safety and Health Act- N.J.S.A. 34:6A-25 et seq. Hazard Communication Standard N.J.A.C 12:100-7.1, the New Jersey Department of Health has mandated that manufacturers and/or distributors must develop (material) safety data sheets for all products which they manufacture or distribute. Therefore, under the provisions of N.J.A.C 12:100-7.7, each bidder must furnish the County of Passaic with current "(Material) Safety Data Sheets", based on the new Globally Harmonized System (GHS) for Classification and Labeling\* guidelines, for each product they supply to the County of Passaic. These (Material) Safety Data Sheets must be submitted to the County of Passaic upon receipt of bids. **The County of Passaic requests that a copy of the applicable (Material) Safety Data Sheet be forwarded with the delivery of a product to the appropriate County Department, and an additional copy of the applicable (Material) Safety Data Sheets must be forwarded to the County of Passaic Right to Know Project Specialist listed below.**

Furthermore, under the provisions of N.J. A.C. 12:100-7.6, each product supplied to the County of Passaic shall have a label affixed or stenciled onto each container and as of 12/1/15 using GHS label guidelines.

Renee B. Alessio, Right to Know Project Specialist  
County of Passaic Department of Health  
18 Clark Street  
Paterson, New Jersey 07505  
973-225-3651 fax-973-225-0222 [renea@passaiccountynj.org](mailto:renea@passaiccountynj.org)

DISPUTE:

At Passaic County's discretion, all disputes arising under construction contracts entered into, in accordance with the local public contracts law, shall required submittal to, non-binding arbitration prior to being submitted to a court for adjudication. The parties shall proceed under the alternative dispute resolution practices as found under the New Jersey Arbitration Act NJSA.

Any contractor entering into a contract with Passaic County covered under this provision shall not cease to do any work or refuse to proceed to perform any act or provide any service pending such time as the parties proceed to arbitration. The only remedy the contractor may have is to document the dispute(s) and perform as directed by the county and or its authorized agents and employees and present its claim to the arbitrator.

Notwithstanding industry rules or any provision of law to the contrary, Whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joiner is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joiner.

For the purposes of this section, the term "construction contract" means a contract involving construction, or a contract related thereto concerning architecture, engineering or construction management L.1997,c.371.

INSURANCE:

Unless otherwise agreed in writing by the County, the contractor shall maintain such insurance as will protect him from all claims under Worker's Compensation Acts; General Liability Insurance protecting him from any other claims for damage for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them, and property damage. Guarantees of such insurance shall be in the amount of \$1,000,000.00 and filed with the County if it requires, and shall be subject to its approval for adequacy of protection.

The Contractor shall carry Automobile Liability Insurance covering any owned auto (Symbol 1) in limits not less than \$500,000.00 bodily injury liability each person, \$1,000,000.00 each occurrence and a \$500,000.00 property damage liability or \$1,000,000.00 combined single limit. If coverage is provided under simplified auto forms, the County of Passaic is to be named as an additional insured as respects the acts of the Contractor.

The Contractor shall furnish a certificate of insurance for both Worker's Compensation and Auto Insurance. The certificate will state that insurers will provide the County of Passaic with not less than 30 days notice of termination of coverage.

In the event the Contractor shall cause his insurance coverage to lapse, the Contractor shall immediately notify the County of Passaic of such occurrence. In addition, the insurance policy additional named insured provision naming **the County as an additional insured on same** shall contain language regarding the insurer to provide timely notification to the County about lapse in coverage. **The Contractor shall also agree to indemnify and hold harmless the County for all claims, cost and judgments arising out of the allegations of negligence, errors, omissions, or allegations otherwise sounding in tort while performing within the scope of this agreement, to include but not limited to the actions of any subcontractors or suppliers.**

**SUBCONTRACTING:**

The holder of the contract shall not sub-contract any part of the contract without prior written permission of the County of Passaic.

**PUBLIC DISCLOSURE REQUIREMENTS:**

The provisions of Chapter 33, Public Laws of 1977 (N.J.S.A. 52:25-24.2)(The notice of 10% ownership interest) are applicable to this contract. Bidders are required to familiarize themselves and comply with the requirements of the statutes. Failure to supply this information before or with your bid proposal shall be cause to reject the bid.

**AWARD:**

The original proposal must be submitted in its entirety, completed as detailed. A copy is to be retained by the bidder. The Board of Chosen Freeholders, County of Passaic, shall award contracts for purchases of goods and services to the lowest responsible bidder after a review of the proposals. Interest or late fees will not be paid regardless of language provided by the bidder. Bids and proposals that show any omission, irregularity, alteration of forms, additions not called for, conditions, or unconditionally unresponsive proposals, obviously unbalanced, shall be rejected.

This proposal and bid is irrevocable by the subscriber, or his, their or its personal or legal representative. This proposal and bid, if awarded there under, is made to the subscriber by the Board of Chosen Freeholders of the County of Passaic, and if accepted by the County of Passaic in writing after such awards shall bind the subscriber his heirs, executors, administrators or successors.

Assignment to any third party of any monies due or to grow due the bidder or any contract based on this bid is absolutely prohibited and will not be recognized by the County; furthermore, should any such assignment of monies be filed with the County of Passaic, the County reserves the right thereafter to refuse all bids from the bidder violating this provision.

The County of Passaic hereby reserves the right to reject any and all bids where two or more merchants are tied on the bid submitted, and reserves the right to make the award to one of the tie bidders, based upon the best specification compliance as to item.

The County of Passaic reserves the right to reject the bid or proposal of any bidder who has previously been disqualified or whose contract has been terminated or who has otherwise failed to comply with the terms of any public contract, including contracts with the County of Passaic.

**IDENTICAL BIDS:**

When two (2) or more responsible bidders submit the lowest and best bids, and these bids are identical in both amount and nature, the County of Passaic shall enter into a contract with only one of the responsible bidders and reject all other bids. The one bidder shall be selected by the casting of lots. It should be noted that this does not prohibit multiple or progressive awards if specified in the bid invitation.

**DOMESTIC PRODUCTS:**

American goods and products are to be used where possible or wherever available, as per County of Passaic Resolution dated April 20, 1983, "Buy American", pursuant to the provisions of N.J.S.A. 40A11-18.

**UNIT PRICE:**

Bidders submitting more than one (1) unit price per item and submitting more items than requested in the specification shall have their bid proposal rejected as conditional. All unit prices are to be net. No discounts

are allowed. Any trade or other discounts are to be included in one net unit price. If the quantity requested in the specifications is one, that price will be considered the unit price if additional quantities are purchased subsequent to the initial award. The prices are for the items delivered to the institutions and departments, and/or services rendered. The County of Passaic reserves the right to correct any arithmetical or typographical errors in the extensions of the unit price, and the corrected extensions will then be totaled. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail.

**QUALITY AND BRAND:**

All supplies bid upon are to be as per brand or brands submitted as "equal" or better. Bidders must submit BRAND as well as unit price and total on each item bid upon. In the event the bid is based upon "equal", complete specifications must be attached to the bid, and samples may be requested whenever applicable.

Damaged merchandise shall not be acceptable. In case of failure to furnish any or all of the articles herein specified in accordance with said advertisement and this proposal and bid and the agreement affected thereby the County of Passaic may purchase said articles elsewhere and deduct the cost from the account of the successful bidder.

**COUNTY RECYCLING PROGRAM:**

To emphasize and reinforce the social, economic and environmental importance of recycling and source reduction. The County of Passaic has instituted an official policy that favors the purchase of recycled products and the environment for prudent product use.

It is an ongoing objective of the County of Passaic to continue research and development in the area of recycled product purchases and to evaluate purchasing practices and waste reduction guidelines on a continuing basis to remain current with new technology, products and techniques.

The County of Passaic has made a strong commitment to reduce waste wherever possible. All vendors servicing the County will be expected to decrease the amount of packaging materials used and to use recyclable or reusable packaging.

**DELIVERY:**

All articles shall be delivered to all Departments and Institutions specified with all charges prepaid, (F.O.B. Destination) in such quantities as ordered by the County of Passaic, which may be greater or lesser in amount than herein specified and in case no specific time for delivery is included by the County of Passaic when the order is given, then such goods must be delivered immediately.

No additional charges will be allowed for any transportation cost resulting from partial shipments made at the vendor's convenience.

**MERCHANTS WHO SUBSTITUTE COMMODITIES OR DELIVER COMMODITIES NOT ACCORDING TO SPECIFICATIONS, OR WHO DO NOT DELIVER AT TIME SPECIFIED IN THE PROPOSAL WILL BE CLASSIFIED, AS UNDESIRABLE AND THEIR PROPOSALS WILL BE REFUSED IN FUTURE BIDDING.**

**GUARANTY /WARRANTY:**

The bidder hereby certifies that the equipment offered is standard new equipment, the latest model or regular stock product, with parts regularly used for the type of equipment offered that such parts are in production and none likely to be discontinued. All new equipment is to be unconditionally guaranteed for a period of one year from the time of delivery unless specified otherwise and that the manufacturer of the equipment passes through all warranties expressed or implied.

The bidder further warrants that these products are free from defects in material and workmanship and during the warranty period will repair any defect in material or workmanship.

TERMINATION:

In the event that the Contractor shall fail to comply with any of the conditions herein provided and as covered by the "Contract, the purchasing Agent shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) days. In the event of the failure of the Contract to remedy the same within said period, the Purchasing Agent shall take steps to terminate the contract, and the performance bond shall be forfeited.

QUANTITY:

It is understood that the quantities listed are estimated quantities based upon both previous consumption and estimated consumption for the present contract, and they will control in the awarding of the contract. However, the County of Passaic reserves the right to decrease in any amount the quantities herein specified, because estimates are supplied by the institutions and departments, and lead time may make certain requests obsolete and unnecessary during the contract period. The County of Passaic reserves the right to increase up to twenty percent (20%) the quantities herein specified. Furthermore, the actual orders may be greatly decreased in quantity for any and all items on the bid proposal form, and some items may not be ordered at all.

PURCHASE ORDER:

A Purchase Order must be issued by Passaic County prior to the commencement of any work or delivery of any product.

LIQUIDATED DAMAGES:

If any of the terms and conditions of the contract are violated or if there is a failure to perform the contract in accordance with its terms and conditions including but not limited to the delivery requirements, the County of Passaic shall be entitled to liquidated damages. If the vendor fails to deliver the equipment, supplies or services as specified in the bid proposal, the County of Passaic is entitled to \$150.00 per day as liquidated damages, and not as a penalty.

EOUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES:

See Exhibit C

TAXES:

The County of Passaic is exempt from any State sales tax or Federal excise tax.

ANTI-KICKBACK ACT

The bidder shall comply with the applicable regulation of the Secretary of Labor, United States Department of Labor, and pursuant to the so-called "Anti-Kickback Act", of June 13, 1934 (48 Stat. 863: Title 18 U.S.C., Sec. 874, and Title 40 V.S.C., Section 276 c) and any amendment or modifications thereof, and shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors.

P.L. 2012, c.25

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. **Exhibit V**

**WILLING TO PROVIDE THE GOODS OR SERVICES HEREIN BID UPON TO THE LEAD MEMBER (COUNTY OF PASSAIC) AND THE REGISTERED MEMBERS IN PASSAIC COUNTY COOPERATIVE PRICING SYSTEM # 38-PCCP**

**THE COUNTY OF PASSAIC IS THE LEAD MEMBER OF PASSAIC COUNTY COOPERATIVE PRICING SYSTEM # 38-PCCP**

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**Check here if willing to provide the goods or services herein bid upon to Registered Members** in System Passaic County Cooperative Pricing #38-PCCP who have submitted estimates without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the registered members identified herein by separate contract, subject to the overall terms of the Master Contract to be awarded by the County of Passaic, that no additional service or delivery charges will be allowed, except as permitted by these specifications.

**MILK, OTHER DAIRY PRODUCTS AND PREPARED SALADS MASTER SPREADSHEET for the County of Passaic { SB-19-016}**

CONTRACT PERIOD: May 1, 2019 through April 30, 2020

PHC: Preakness Healthcare Center, MOW: Meals on Wheels, CH: Camp Hope

**SECTION (A) Line items 1 through 25 will be awarded as a line item bid**

Item	Description	Dept.	Quantity	Unit Price	Total price	Comments
<b>1</b>	Butter solids - 24 - 1 lb per case	PHC-25 CH-8	33 cases			
<b>2</b>	Whipped butter cups - 500 pieces per case 90 cups per pound	PHC-750 CH-12	762 cases			
<b>3</b>	Margarine solids - 30 - 1 lb per case	PHC-100	100 cases			
<b>4</b>	Cottage cheese, large curd, 5 lb. container	PHC-200	200 each			
<b>5</b>	Sour cream, 5 lb. container	PHC-75	75 each			
<b>6</b>	Light whipped cream, 14 oz. can, sweetened, 12 cans/case	PHC-40 CH-10	50 cases			
<b>7</b>	Sour cream, individual serving, 100/case 1 oz portions	PHC-100	100 cases			
<b>8</b>	Cream cheese, individual serving, 100/case 1 oz portions	PHC-200	200 cases			
<b>9</b>	Butter blend solids - 36 per case 1 pound portion	PHC-100	100 cases			
<b>10</b>	Creamer flavored for coffee liquid assorted flavors 32 oz Coffee-mate or equal	PHC-20	20 cases			
<b>11</b>	Creamer flavored for coffee liquid assorted 1 oz shelf stable 200 ct Coffee-mate or equal	PHC-25	25 cases			
<b>12</b>	Salad , macaroni 1/30 lb Sally Sherman 11230 or equal	PHC-3600 lbs	3600 lbs			
<b>13</b>	Salad, pasta supreme, 1/30 lb Sally Sherman 1865 or equal	PHC-500 lbs	500 lbs			

14	Salad, cole slaw, 1/30 lb Sally Sherman 1130 or equal	PHC-4500 lbs	4500 lbs				
15	Salad, potato, 1/30 lb, Sally Sherman 1330 or equal	PHC-2400 lbs	2400 lbs				
16	Salad, German potato, 2/8 lb, Sally Sherman 1810 or equal	PHC-1200 lbs	1200 lbs				
17	Salad, cucumber, 2/8 lb, Sally Sherman 1840 or equal	PHC-750 lbs	750 lbs				
18	Salad, potato, red 2/8 lb, Sally Sherman 1825 or equal	PHC-750 lbs	750 lbs				
19	3 lb. Cream cheese	PHC-10	10 each				
20	Heavy cream, quart size	PHC-50 CH-20	50 each				
21	Half & Half, quart size	PHC-75	75 each				
22	Half & Half, PC creamer	PHC-300 CH-20	320 cases				
23	Egg Nog, quart	PHC-100 CH-25	125 quarts				
24	Eggs, large, 30 dozen per case	PHC-200 CH-3	203 cases				
25	Lactaid milk, 8 oz., 20/case	PHC-1200	1200 cases				
SECTION (B) Line items 26 through 34 will be awarded as a "lump sum bid" to one vendor. Vendor must bid all items.							
26	Cheddar cheese, shredded, 5 lb bag, 20 lbs. per case	PHC-50	50 cases				
27	Cheddar cheese, sharp, yellow, 10 lb. loaf	PHC-750 lbs	750 lbs				
28	American cheese, yellow, 160 slices per 5 lb. sleeve, 20 lbs. per case	PHC-4000	4000 lbs				
29	Muenster cheese, 5 lb. loaf	PHC-500	500 lbs				

<b>30</b>	Mozzarella cheese, shredded, 5 lb. bag, 30 lbs./case	PHC-1200 CH-30	1230 lbs			
<b>31</b>	Mozzarella cheese, 5 lb. loaf	PHC-300	300 lbs			
<b>32</b>	Swiss cheese, 10 lb. loaf	PHC-750	750 lbs			
<b>33</b>	Provolone cheese, 10 lb. loaf	PHC-200	200 lbs			
<b>34</b>	Ricotta cheese, whole milk, 3 lb.	PHC-200	200 ea			

**SECTION (C) Line items 35 through 38 will be awarded as a "lump sum bid" to one vendor.**  
**Vendor must bid on all line items**

<b>35</b>	Assorted yogurt, no fat, - 4 oz. - 24/case, Dannon or equal <b>NO ASPARTANE</b>	PHC-750	750 cases			
<b>36</b>	Greek yogurt, 6oz-12/cs, assor. flavors, Fage or equal <b>NO ASPARTANE</b>	PHC-25	25 cases			
<b>37</b>	Vanilla yogurt - 6 oz.- 12/case, Dannon or equal <b>NO ASPARTANE</b>	PHC-750	750 cases			
<b>38</b>	Assorted yogurt - 6 oz - 12/case, Crowley or equal <b>NO ASPARTANE</b>	PHC-2500	2500 cases			

**SECTION (D) Award is based on the vendor mark up only, for items 39 through 47. The commodity price is set monthly by the Federal Government [http://www.fmmone.com/Price\\_Announcements/Advance/AP201504.pdf](http://www.fmmone.com/Price_Announcements/Advance/AP201504.pdf)**

Line items 39 through 47 will be awarded as a "lump sum bid" to one vendor. <u>Vendor must bid on all line items</u>	Dept.	Quantity	**** Vendor unit mark up	(ref) current comm. price	unit price	Total price
<b>39</b> 1 Gallon whole	CH-65	65 each				
<b>40</b> 1/2 Gallon whole	PHC-3100	3100 each				

41	1/2 Gallon skim	PHC-3200	3200 each						
42	8 oz. Whole	MOW-340000 CH-2520	342520 each						
43	8 oz. Skim	PHC-67600 MOW-62400	130000 each						
44	8 oz. 2%	PHC-170000	170000 each						
45	4 oz. Whole	PHC-150000	150000 each						
46	4 oz. Skim	PHC-100000	100000 each						
47	4 oz. 2%	PHC-20000	20000 each						

\*\*\*\* Vendor must provide unit mark up

FOR EXAMPLE PURPOSE ONLY		Dept.	Quantity	Vendor unit mark up	(ref) current comm. price	unit price	Total price
10	1 gallon whole	PHC-65	65 each	1.41	1.85	3.26	211.90

All questions regarding Preakness Healthcare Center or Meals-on-Wheels will be directed to Mr. Robert Bontatibus Tel: 973-585-2106

Part "A" Number of items bid upon \_\_\_\_\_ Total \$ \_\_\_\_\_

Part "B" Lump Sum Total \$ \_\_\_\_\_

Part "C" Lump Sum Total \$ \_\_\_\_\_

Part "D" Lump Sum Total \$ \_\_\_\_\_

Grand Total \$:

**EXHIBIT I**  
**SIGNATURE REQUIRED ON PAGE 2 OF EXHIBIT I**

**OWNERSHIP DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25-24.2 (P.L. 1977 c33, as amended by P.L 2016 c43)

Vendors must comply with Chapter 33, Public Laws of 1977 (N.J.S.A. 52:25-24.2), requiring bidders for County contracts to submit a list of names and addresses of all stockholders owning ten percent (10%) or more of their stock of any class, or in the case of a partnership, the names and addresses of those partners owning ten percent (10%), or greater interest therein.

No corporation, or partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. **If one or more such stockholder, partner or owner is itself a corporation or partnership, the stockholder 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.**

**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION.** N.J.S.A. 40A: 11-23.2

**CHECK ONE:**

- I certify that the list below contains the name and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. However, if a parent entity holding 10% or more is a publicly traded entity, then the respondent in complying with N.J.S.A. 52:25-24.2 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 the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL BUSINESS NAME OF BIDDER: \_\_\_\_\_

**Check which business entity applies:**

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

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

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_



**EXHIBIT II**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY:

COUNTY OF PASSAIC:

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ Bidder making the proposal for the above-named contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into an agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named contract, 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 Passaic relied upon the truth of the statements contained in said proposal and in this affidavit in awarding the Contract for the said proposal.

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 fees, except bonafide employees or bonafide established commercial or selling agencies maintained

\_\_\_\_\_.  
(Name of Vendor)

**Authorized Signature:** \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Subscribes and Sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public of \_\_\_\_\_

\_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_

**EXHIBIT III**

**BID BOND**

Ten Percent of amount of bid \$ \_\_\_\_\_ not to exceed Twenty Thousand and no/100 Dollars (10% NTE \$20,000.00).

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

as Principal, and \_\_\_\_\_, as Surety, is hereby held and firmly bound unto the county of Passaic, as Owner, in the Penal Sum of for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

The condition of the above obligation is such that whereas the Principal has submitted to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

\_\_\_\_\_  
NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created in the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value receive, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of time within which the Owner may accept such bid; and Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By \_\_\_\_\_  
Witness

Principal  
\_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

**EXHIBIT IV**

**CONSENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the \_\_\_\_\_ Incorporated, organized and existing under the laws of the State of and licensed to do business in the State of New Jersey, certifies and agrees, that if contract for: \_\_\_\_\_ is awarded to: \_\_\_\_\_ the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Attorney-in-Fact

**EXHIBIT V**

**COUNTY OF PASSAIC DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN  
SIGNATURE REQUIRED ON BOTTOM OF THIS PAGE**

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

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

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

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

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

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

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

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

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

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

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that Passaic County is relying on the information contained herein and hereby 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 Passaic County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

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

## EXHIBIT VI

### LAST PAGE SIGNATURE

This form must be completed and signed regardless of bid guarantee requirements. By completing and signing this form you are confirming that you have carefully examined the advertisements, addenda and specifications for the furnishing and delivery of the enclosed named item(s) and that \_he will contract to furnish said items as specified in the schedule of prices. Accompanying this proposal, **if required** in the Bid Document Checklist, is a Certified Check or Cashier's Check payable to the County of Passaic Treasurer, in the sum of \$ \_\_\_\_\_, which the undersigned agrees is to be forfeited, if the contract is awarded to the undersigned, and the undersigned shall fail to execute the Contract for the items or furnish the bond required within the stated time: otherwise the check will be returned to the undersigned. The undersigned is: \_\_\_\_\_ (an individual), \_\_\_\_\_ (a partnership), a corporation \_\_\_\_\_ under the laws of the State of \_\_\_\_\_, having principal offices at \_\_\_\_\_.

IN THE EVENT THE BID OF THE UNDERSIGNED IS ACCEPTED, FOLLOWING ARE THE NAMES AND TITLES OF EITHER THE PRESIDENT OR VICE-PRESIDENT AND THE SECRETARY OF THE CORPORATION WHO WILL EXECUTE THE CONTRACT AND PERFORMANCE BOND ON BEHALF OF THE CORPORATION.

IF THE CONTRACT AND PERFORMANCE BOND ARE TO BE EXECUTED BY OFFICERS OTHER THAN THE PRESIDENT OR VICE-PRESIDENT AND THE SECRETARY OF THE CORPORATION, INDICATE THE NAMES AND TITLES OF SUCH OTHER OFFICERS. IN THIS EVENT, A CERTIFIED COPY OF A RESOLUTION ADOPTED BY THE CORPORATION AUTHORIZING SUCH OTHER OFFICERS TO EXECUTE MUST ACCOMPANY THE PROPOSAL.

- |    |      |       |
|----|------|-------|
| 1. |      |       |
|    | NAME | TITLE |
| 2. |      |       |
|    | NAME | TITLE |

After the award is made, a contract will be drawn. All rights and liabilities of the contracting parties are contained in this contract agreement. When executed, this agreement incorporates the terms and conditions of all prior documents, including the request for quotation, the specifications and the bid.

The undersigned hereby declares that \_he has carefully examined the advertisements, addendums and specifications for the furnishing and delivery of the enclosed named item(s) and that \_he will contract to furnish said items as specified in the schedule of prices.

**Authorized Signature:** \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: VENDORS: All respondents, including Non-Profits must complete, sign and submit this page.  
PLEASE WRITE YOUR FEDERAL ID NUMBER HERE: \_\_\_\_\_

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

#### **GOODS PROFESSIONAL SERVICES 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

## **EXHIBIT A (Cont)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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 personal 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 applicable 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 with-out regard to age, 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

## **EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A 10:5-31etseq., N.J.A.C. 17:27**

#### **CONSTRUCTION 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by **N.J.A.C. 17:27-7.3**; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards pre-scribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with **N.J.A.C. 17:27-7.3**.

## **EXHIBIT B** (Cont)

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regard-less of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures pre-scribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal. .

(B). If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

1. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing **N.J.S.A. 10:5-31 et. seq.:**

## **EXHIBIT B (Cont)**

6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor.
  - i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
  - iii. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (13) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that,

## **EXHIBIT B (Cont)**

in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women .

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## **EXHIBIT C**

### **EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES:**

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

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

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

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the 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 County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p style="text-align: center;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC            <input type="checkbox"/> C Corporation            <input type="checkbox"/> S Corporation            <input type="checkbox"/> Partnership            <input type="checkbox"/> Trust/estate     </p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		

**OR**

Employer identification number										
				-						

**Part II Certification**

Under penalties of perjury, I certify that:


- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

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**Sign Here**

State of New Jersey Business Registration  
Certificate Sample

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	 John S. Tully Acting Director
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>		
FORM-BRC(08-01)		
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:**

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