

# County of Somerset New Jersey

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

PURCHASING DIVISION  
MARY LOUISE STANTON  
*Purchasing Agent, QPA*



PHONE: (908) 231-7045  
Fax: (908) 575-3917

## NOTICE TO BIDDERS #2 SOCCP

The County of Somerset is conducting a voluntary Co-operative Pricing System #2 SOCCP. Sealed bids which will be received by the Purchasing Agent acting as Lead Agent on behalf of each participating contracting unit, on **March 4, 2009** at **2:30 P.M.** prevailing time in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

### **Third Party Administrator Resident Prescription Savings Program, Contract #CC-13-09**

Specifications and instruction to bidders may be obtained at the Purchasing Office or the County website at [www.co.somerset.nj.us](http://www.co.somerset.nj.us) \*

\* All Bid Addenda will be issued on the website. Therefore, all interested respondents 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.

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

Mary Louise Stanton, QPA

NOTICE- RESULTS OF ALL BIDS ARE POSTED ON THE COUNTY WEB SITE.

## CO-OPERATIVE PRICING CONDITIONS

### METHOD OF AWARDING CONTRACTS

Contract(s) of purchase shall be awarded to the lowest responsible bidder(s) as declared by the County of Somerset. The contract awarded between the County of Somerset and the successful vendor(s): (1) shall establish the contractual obligation regarding the specific items, specifications and quantities to be provided to the Lead Agency; and (2) shall also set forth the estimated quantities, together with relevant delivery information, with respect to the Other Agencies, as specified in these specifications. All Other Agencies ordering any materials, supplies or work pursuant to this master contract shall do so by issuance of the appropriate contract between the Other Agency and the vendors, subject to the requirements of the master contract, which may be referred to by reference. No such subsidiary contract issued by another agency shall provide for any deviation from the specifications, price or quality set forth in the master contract pursuant to these specifications.

No vendor shall be required or permitted to extend bid prices to participating contracting units unless so specified in the bids. In the event that the lowest responsible bidder, responding to these specifications, indicates by the appropriate checkmark unwillingness to extend the bid prices to the Other Agencies category, then the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible bidder, and new bids will be sought and a second master contract subsequently awarded with respect to the needs of the Other Agencies (OR... the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible bidder, and a second \*(Master) contract for the Other Agencies will be awarded to the next lowest bidder whose bid agrees to so extend his prices); (OR... only the contract for the Lead Agency's needs will be awarded, and all other bids shall be rejected, and no further bids will be sought by the Lead Agency on behalf of the Other Agencies.

The purpose of the master contract with respect to the Lead Agency shall be to establish the specifications and price. The subsidiary contracts, placing the orders with the vendor shall establish the quantities required by each Other Agency within the limits set forth in the master contract. The successful vendor shall invoice each of the Other Agencies, and Other Agencies shall pay the vendor directly. No additional contract will be required with respect to the needs of the Lead Agency as specified in the awarded master contract.

### OTHER AGENCY REQUIREMENTS

**The undersigned is further: (CHECK ONLY ONE BOX)**

**WILLING** to provide the item(s) herein bid upon to Other Agencies in System 2-SOCCP, Somerset County Cooperative Pricing System, 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 other participating agencies by separate contract, subject to the overall terms of the master Contract to be awarded by the County of Somerset that no additional service or delivery charges will be levied except as permitted by these specifications.

**NOT WILLING** to extend prices to Other Agencies as described. It is understood that this will not adversely effect consideration of this bid with respect to the needs of the County (Lead Agency).

\*In keeping with Somerset County's commitment to providing cooperative pricing contracts for its membership, refusal to extend pricing to the co-op may result in a dual award to include an alternate vendor willing to extend pricing for the duration of the contract.

<b>Contact:</b>	<b>Twp/Boro</b>	<b>Street Address:</b>	<b>City, State, Zip</b>	<b>Phone / Fax No</b>
Karen Bishop, Bd Clerk	Bedminster, Bd of Ed	234 Somerville Rd	Bedminster, NJ 07921	908-234-1487 x206 Fax: 234-2318
* John Manz, PW Supervisor	Bedminster, Twp of	130 Hillside Ave, Municipal Bldg	Bedminster, NJ 07921	234-0333 Fax: 234-9732
Susan Stanbury, Administrator	Bedminster, Twp of	130 Hillside Ave, Municipal Bldg	Bedminster, NJ 07921	234-0333 Fax: 234-1640
Nick Markarian, SBA	Bernards Twp Public Sch	101 Peachtreet Rd	Basking Ridge, NJ 07920	204-2600 x106 Fax: 766-7641
*Francis Decibus, Purchasing Agent	Bernards, Twp of	1 Collyer La	Basking Ridge, NJ 07920	204-3065 Fax: 766-5762
*Francis Decibus, Bernards Twp, PA	Bernards, Twp Sewer Authority	1 Collyer La	Basking Ridge, NJ 07920	766-1941 Fax: 766-1941
*Jenny Lin, Purchasing	Bernardsville, Boro of	PO Box 158-Municipal Bldg	Bernardsville, NJ 07924-0158	766-3000 x118 Fax: 766-2401
Barbara Emery, CFO	Blairstown, Twp of	PO Box 370	Blairstown, NJ 07825	362-6663x227 Fax: 362-9635
John Kennedy, Admin	Bound Brook, Borough of	230 Hamilton St, Mun Bldg	Bound Brook, NJ 08805-2017	732-356-0833 Fax: 356-8990
John Bolil, Interim BA/BS	Branchburg Twp Bd of Ed	240 Baird Rd	Branchburg, NJ 08876	908-722-3335 Fax: 526-6144
John Gregory	Branchburg, Twp of	1077 Hwy 202 N.	Branchburg, NJ 08876	526-1300 x171 Fax: 927-0707
Bill Conniff, QPA, Purchasing	Bridgewater, Twp of	PO Box 6300, 700 Garretson Rd	Bridgewater, NJ 08807-0300	725-6300 x 272 Fax: 725-3365
Anna Marie Wright, QPA	Camden County	520 Market St, 17th Fl Cthouse	Camden, NJ 08102-1375	856-225-5439 Fax: 856-225-5444
Joe Barilla, Asst Dir P.W.	Chatham Twp	405 Southern Blvd	Chatham, NJ 07928	973-377-5114 Fax: 973-377-5082
Ann Mandel, Purchasing Agent	Chatham, Boro of	54 Fairmont Ave	Chatham, NJ 07928	973-635-0674 x105 Fax: 635-2417
Rocco Passomatio, Supv Bldgs & Gr	Chathams, School District of	54 Fairmount Ave	Chatham, NJ 07928	973-635-9390 Fax: 973-635-4413
Vidya Nayak, CFO	Chester, Boro of	300 Main St	Chester, NJ 07930	879-5361x3009 Fax: 879-5812
Carol Isemann, Deputy Clerk	Chester, Twp of	1 Parker Rd	Chester, NJ 07930	879-5100 x812 Fax: 879-8281
Marlena Schmid, Admin.	Cranford, Twp of	8 Springfield Ave	Cranford, NJ 07016	709-7200 Fax: 276-7664
David Mulford, QPA	Cumberland County	790 E Commerce St, Rm 111	Bridgeton, NJ 08302	856-453-2132 Fax: 856-451-0967
Scott Olsen, MFO	Dunellen, Boro of	355 North Ave	Dunellen, NJ 08812	732-968-3033 Fax: 732-968-8605
Teresa Stahl, Municipal Clerk	East Amwell Twp	1070 Rt 202/31	Ringoes, NJ 08551-1051	782-8536 x19 Fax: 782-1967
Carlos Alma, Oper Mgr	Elizabeth Parking Authority	233 Commerce Pl	Elizabeth, NJ 07201	558-2496 Fax: 353-5262
Christine Veneruso, Purchasing	Elizabeth, City of	50 Winfield Scott Plaza	Elizabeth, NJ 07201	908-820-4276 Fax 820-0112
Leonard Sorge, Purchasing	Essex, County of	465 Dr Martin Luther King Jr Blvd	Newark, NJ 07102	973-621-5103 Fax: 621-5109
Joseph Tobens, CEFM	Evesham Twp Bd of Ed	129 E Main St	Marlton, NJ 08053	856-797-6840 Fax: 797-6844
Eleanor McGovern, Admin/Clerk	Fanwood, Boro of	75 Martine Ave., No.	Fanwood, NJ 07023	322-8236 Fax: 322-7178
Ann Henning, Purchasing Agent	Flemington, Boro of	38 Park Ave	Flemington, NJ 08822	782-8840 Fax: 782-0142

Stephanie Hope, BA/BS	Flemington-Raritan Reg Sch Dist	50 Court St	Flemington, NJ 08822	908-284-7570 Fax: 284-7514
Carl Ganger, Jr., Purch Agent	Florham Park, Boro of	111 Ridgedale Ave	Florham Park, NJ 07932	973-410-5311 Fax: 973-377-5749
Rita Vadimski, Admin Manager	Franklin Twp, Sewer Authority	70 Commerce Dr	Somerset, NJ 08873-3470	732-873-2121 Fax: 873-2038
* Joyce Miller, Purchasing Agent	Franklin, Twp of	475 DeMott La	Somerset, NJ 08873-2737	732-873-2500 Fax: 873-1059
January Adams, Dir	Franklin, Twp Public Library	485 Demott La	Somerset, NJ 08873	732-873-8700 Fax:873-8700
John Calavano, Bd Sec	Franklin, Twp Public Sch	1755 Amwell Rd	Somerset, NJ 08873	732-873-2400 Fax: 873-8416
Peter Mercante, PA	Gloucester, County of	PO Box 337	Woodbury, NJ 08096	856-853-3415 Fax: 856-853-8504
Joyce Picariello, Bus Admin	Green Brook Twp Bd of Ed	132 Jefferson Ave	Green Brook, NJ 08812	732-968-1171 Fax: 732-968-7582
*Paula Ferreira, QPA, Finance	Green Brook, Twp of	111 Greenbrook Rd	Green Brook, NJ 08812	732-968-1023 x6601 Fax: 968-4088
Donald Ragazzo, Purchasing Agent	Hamilton, Twp of	2090 Greenwood Ave	Hamilton, NJ 08650	609-890-3648 Fax: 609-890-3632
Tracy Toribio, DPW, Superintendent	Harding Twp	PO Box 666	New Vernon, NJ 07976	973-267-8000 x18 Fax: 973-267-6221
Thomas Campbell, CPWM	Hardwick Twp	40 SpringValley Rd	Hardwick, NJ 07825	362-8471Fax: 362-8840
Bonnie Dakis	Harmony Twp	3003 Belvidere Rd	Phillipsburg, NJ 08865	908-213-1600x11 Fax: -
Bonnie Fleming, Tax Collector/CFO	High Bridge, Boro of	71 Main St	High Bridge, NJ 08829	638-6455 x23 Fax: 638-4703
Susan Chrebet, Purchasing	Hillsborough Twp Bd of Ed	379 So Branch Rd	Hillsborough, NJ 08844	369-0030x5054 Fax: 369-8286
Gary Nucera, Exec. Dir.	Hillsborough, Twp MUA	PO Box 5909	Hillsborough, NJ 08844	371-9660 Fax: 371-9670
* Buck Sixt, Dir PW	Hillsborough, Twp of	379 So Branch Rd	Hillsborough, NJ 08844	369-3950 Fax: 369-5756
Dan Wills	Hopatcong, Boro of	111 River Styx Rd	Hopatcong, NJ 07843	973-398-3611 Fax: 973-770-7173
Nancy Canto, Purchasing Agent	Hopewell Twp of, Mercer County	201 Washington Crossing	Titusville, NJ 08560-1410	609-537-0244 Fax: 609-737-2770
Michele Hovan, Admin/Clerk	Hopewell, Boro of	4 Columbia Ave	Hopewell, NJ 08525	609-466-2636 Fax: 466-8511
Ray Krov, SBA/BS	Hunterdon Central Reg High Sch	84 Route 31	Flemington, NJ 08822	908-284-7110 Fax: 908-284-7242
John Davenport III, QPA, PA	Hunterdon, County of	71 Main St, Bldg 1, PO Box 2900	Flemington, NJ 08822-2900	788-1162 Fax: 782-1679
Ramon Cowell, DPW Supervisor	Knowlton, Twp of	628 Rt 94	Columbia, NJ 07832	496-4816x11 Fax: 496-8144
Steve Romanowitch, PW	Liberty, Twp of	349 Mountain Lake Rd	Great Meadows, NJ 07838	637-4579x10 Fax: 637-6916
Mary Richers, Purchasing	Linden Roselle Sewerage Auth	5005 So Wood Ave	Linden, NJ 07036	862-7100 Fax: 474-8685
Anne Marie Whelan, Purchasing	Linden, City of	301 N Wood Ave	Linden, NJ 07036	908-474-5208
Karen Sullivan, Purchasing Manager	Livingston, Twp of	357 So Livingston Ave	Livingston, NJ 07039	973-992-5000x610 Fax: 992-7531
Tom Sweeney, Super of Roads	Long Hill Twp	915 Valley Rd	Gillette, NJ 07933	647-8000 x24 Fax: 647-4150
Margaret Dilts, Municipal Clerk	Lopatcong Twp	232 S. Third St	Phillipsburg, NJ 08865	908-859-3355 Fax: 213-1037

* Gary Garwacke, PW Dir/Admin	Manville, Boro of	325 No Main St	Manville, NJ 08835	725-9478 Fax: 231-8620
Tom Richards, Business Admin	Maywood, Boro of	15 Park Ave	Maywood, NJ 07607	201-845-2900x203 Fax: 909-0673
Dave Read, Sr, Supt of PW	Mendham, Twp of	PO Box 520	Brookside, NJ 07926	973-543-4555 Fax: 973-543-6630
Marcella Longo, Purchasing Agent	Mercer County	640 So. Broad St, PO Bx 8068	Trenton, NJ 08650-0068	609-989-6710 Fax: 609-989-6733
Tonya Hubosky, Purchasing	Middlesex, Boro of	1200 Mountain Ave	Middlesex, NJ 08846	732-356-7400 x236 Fax: 356-7954
Joanne Monarque, Twp Clerk	Millburn, Twp of	375 Millburn Ave	Millburn, NJ 07041	973-564-7073 Fax: 564-7468
Raymond Heck, Mayor	Millstone, Boro of	23 Amwell Rd	Millstone, NJ 08844	359-5783 Fax: 359-7300
Abby Goldman, Purchasing	Monroe, Twp of	1 Municipal Plaza	Monroe Twp, NJ 08832	732-656-4573 Fax: 521-3190
Ann Marie Campbell, Purch Assist	Montgomery Twp Bd of Ed	1014 Rt 601	Skillman, NJ 08558	609-466-7601 Fax: 466-0944
Ron Prykanowski, Purchasing Agent	Montgomery, Twp of	Municipal Bldg, 2261 Rt 206	Belle Mead, NJ 08502	359-8211 Fax: 359-0970
James Abline, QPA, Purchasing	Morris County	PO Bx 900, 10 Court St	Morristown, NJ 07963-0900	973-285-6333 Fax: 829-0304
Joane Kearns, Purchasing Manager	Morris, County College of	214 Center Grove Rd	Randolph, NJ 07869-2086	973-328-5044 Fax: 973-328-5047
Karen, Carman, Purchasing Agent	Morris, Twp of	50 Woodland Ave, PO Bx 7603	Convent Sta, NJ 07961-7603	973-326-7215 Fax: 973-605-8363
Erik Hammerdahl, Dir Property Srv	Morris-Union Jointure Comm	217 Mountain View Rd	Warren, NJ 07059	762-5600x5013 Fax: 542-1075
Debi Lockwood, Comm Devel Dir	Newton, Town of	39 Trinity St	Newton, NJ 07860	973-383-3521x226 Fax: 383-8961
Edward Ostroff, Sec/Bus Admin	No Plainfield, Bd of Ed	33 Mountain Ave	No Plainfield, NJ 07060-5315	769-6050x6105 Fax: 755-5490
David Holland, Admin	No Plainfield, Boro of	263 Somerset St	No Plainfield, NJ 07060	769-2900 Fax: 769-6499
Justine Progebin, Assist Bus Admin	North Brunswick, Twp of	710 Hermann Rd	No Brunswick, NJ 08902	732-247-0922 x268
Andrew Brannen, Twp Manager	Ocean, Twp of	399 Monmouth Rd	Oakhurst, NJ 07755	732-531-5000x310 Fax: 531-5286
Dir Purchasing	Passaic, County of	495 River St	Paterson, NJ 07524	973-247-3301 Fax: 973-279-6234
Margaret Gould	Peapack/Gladstone, Boro of	Mun Bldg-School St, PO Box 218	Peapack, NJ 07977-0218	234-2250 Fax: 781-5687
Guy Gaspari, Asst Dir of PW	Piscataway, Twp of	505 Sidney Rd	Piscataway, NJ 08854	732-562-2395 Fax: 743-2501
Gail Catania, Purchasing Coord	Randolph, Twp of	502 Millbrook Ave	Randolph, NJ 07869	973-989-7057 Fax: 989-7076
Lester Miller, Dir Purchasing	Raritan Vall Comm College	PO Bx 3300	Somerville, NJ 08876	218-8866 Fax: 526-5235
* Daniel Jaxel, Admin	Raritan, Boro of	22 First St	Raritan, NJ 08869	231-1300 Fax: 231-0810
Mr. Struening, Dir PW	Raritan, Twp of	One Municipal Dr	Flemington, NJ 08822-3446	806-6101 Fax: 806-7061
Vita Mekovetz, RMC/MMC/RPPO	Readinton Twp	509 Route 523	Whitehouse Sta, NJ 08889	908-534-4051 Fax: 908-534-5909
Donna Griffiths, Clerk	Rocky Hill, Boro of	PO Box 188	Rocky Hill, NJ 08553	609-924-7445 Fax: 924-2274
Kenneth Blum, Acting CFO	Roselle Park, Boro of	110 E Westfield Ave	Roselle Park, NJ 07204-2083	908-245-0819 Fax: 245-5598

Donald Kazar, Clerk	So Bound Brook, Boro of	12 Main St-Municipal Bldg	So Bound Brook, NJ 08880	732-356-0258 Fax: 563-4431
Bob Panfili, Chief Admin Srvs	Social Services, Board of	PO Bx 936, 73 E High St	Somerville, NJ 08876	203-5121 Fax: 526-8096
Jeff Siipola, Business Admin.	Somerset Cty Ed Srv Commiss	PO Bx 68, 12 E. Somerset St	Raritan, NJ 08869	908-526-1227 Fax: 707-0871
Purchasing Agent	Somerset Cty Park Commission	PO Box 5327	No Branch, NJ 08876	722-1200 x 245 Fax: 722-6592
Diane Strober	Somerset Cty Voca Bd of Ed	Voca Sch, N Bridge & Vogt Dr	Bridgewater, NJ 08807	908-526-8900x7285 Fax: 526-9569
Nancy Hunter, SBA/Bd Secretary	Somerset Hills Bd of Ed	25 Olcott Ave	Bernardsville, NJ 07924	908-630-3012 Fax: 953-0699
Glen Petrauski, Exec Dir	Somerset Raritan Valley Sewer	Polhemus La., PO Bx 6400	Bridgewater, NJ 08807-0400	732-469-0593x207 Fax: 469-4179
Vincent Aufiero, Dir Plant Facilities	Somerville, Bd of Ed	51 W Cliff St	Somerville, NJ 08876	218-4127 Fax: 526-9668
* Pete Hendershot, PW Mgr	Somerville, Boro of	25 West End Ave, PO Bx 399	Somerville, NJ 08876-1800	725-2300 Fax: 725-2859
Joan Bonk, Assist Bus Admin	South Brunswick Bd of Ed	PO Box 181	Monmouth Junct, NJ 08852	732-297-7800x5121 Fax: 422-8054
Robert Mitchell, Purchasing Agent	South Brunswick, Twp of	540 Ridge Rd	Monmouth Junction, NJ 08852	732-329-4000x7304 Fax: 274-8864
Ron Angelo, Treas	Summit, City of	City Hall, 512 Springfield Ave	Summit, NJ 07901	273-6400 Fax: 273-2977
Paul Busch, Municipal Manager	Teterboro, Boro of	510 Rt 46 West	Teterboro, NJ 07608	201-288-1200 Fax: 288-3203
Judith Parillo, RPPS	Tewksbury, Twp of	169 Old Turnpike Rd	Califon, NJ 07830	439-0022x726 Fax: 439-0035
Maryann Saunders, Purchasing	Union, County of	Admin Bldg, Elizabethtown Plaza	Elizabeth, NJ 07207	527-4134 Fax: 558-2548
Eileen Birch, Twp Clerk	Union, Twp of	1976 Morris Ave	Union, NJ 07083	851-5456 Fax: 851-4679
Dave Pullis, Dir PW	Vernon Twp	21 Church St, PO Bx 340	Vernon, NJ 07462	973-764-4055x2284 Fax: 764-5535
Chris Pessolano, Dir Purchasing	Warren County	Rt 519 So, 165 County Rd	Belvidere, NJ 07823-1949	908-475-6573 Fax: 475-6555
Christopher Guida, Exec Dir	Warren County MUA	199 Foul Rift Rd, PO Bx 159	Belvidere, NJ 07823	475-5412 Fax: 475-5873
Jeff Long, CFO	Warren County Pollution Contr	500 Mt Pisgah Ave, PO Bx 587	Oxford, NJ 07863-0587	908-453-2174 Fax: 453-4241
* Lois Harold, Asst Purch	Warren, Twp of	46 Mountain Blvd	Warren, NJ 07059-0695	753-8000 x 233 Fax: 757-9173
Tyler Tribelhorn, Super Bldgs	Warren, Twp Schools	213 Mt Horeb Rd	Warren, NJ 07059	647-9155 x200 Fax: 647-3035
Debbie Catapano, Auth Secretary	Warren, Twp Sewerage Author	46 Mountain Blvd	Warren, NJ 07059	908-753-8000 x 258 Fax: 753-6893
Richard Sheola	Washington, Boro of	100 Belvidere Ave	Washington, NJ 07882-1426	689-3600 Fax: 689-9485
Dianne Faucher, SBA/BS	Watchung Bd of Ed	One Dr. Parenty Way	Watchung, NJ 07069	755-8536 Fax: 755-6946
Tim Stys, SBA/Bd Sec	Watchung Hills Reg High Sch	108 Stirling Rd	Warren, NJ 07059	647-4800 x4850 Fax: 647-4852
Victoria Rousseau, PW Assist.	Watchung, Boro of	Municipal Bldg, 15 Mountain Blvd	Watchung, NJ 07069	756-0080 Fax: 757-7027
Lora Olsen, Twp Clerk	West Amwell Twp	150 Rocktown-Lambertville Rd	Lambertville, NJ 08530	609-397-2054 Fax:397-8634
Mary Lucia, Secretary to BA/BS	West Morris Reg High Sch Dist	10 South Four Bridges Rd	Chester, NJ 077930	908-879-6404 Fax: 908-879-8861

Kevin Galland, Admin/Clerk	Woodland Park	5 Brophy La	West Paterson, NJ 07424	973-345-8100x100 Fax: 345-8194
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**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.
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. The County reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. 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.

**2. BID SECURITY**

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

A.  **BID GUARANTEE**

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

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

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

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

B.  **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said bidder with a Performance Bond in the full amount of the bid.

This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to statute.

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

C.  **PERFORMANCE BOND**

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

**3. QUOTATIONS, BIDS AND FORMS**

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

- (2). The County of Somerset or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications. The County is rated by:  
Standard & Poor's Ratings Group: AAA  
Moody's Investors Services: Aaa  
Dun and Bradstreet
- B. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. Estimated Quantities (Open-Ended Contracts, Purchase as Needed) The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*
- E. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contract F.O.B. destination and placement as designed by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.
- G. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*

**4. INTERPRETATIONS AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final.
- D. 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

**5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS**

- A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.
- B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder

on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The County reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The contractor shall hold and save harmless the County, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

**6. AWARD OF BID**

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

**7.  NEW JERSEY PREVAILING WAGE ACT (When Applicable)**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html).

8.  **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

N.J.S.A. 34 :11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed 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. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

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

9. **NON-COLLUSION AFFIDAVIT**

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

10. **NON-DISCRIMINATION**

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

11. **MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE**

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

A. Procurement, Professional and Service Contracts

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

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

B. Construction Contracts

All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-available on-line at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) for any contract award that meets or exceeds the bidding threshold.

**12. WORKER AND COMMUNITY RIGHT TO KNOW ACT**

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

**13. STATEMENT OF CORPORATE OWNERSHIP**

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

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

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

**15. INSURANCE AND INDEMNIFICATION**

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

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

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

**A. Insurance Requirements**

**Worker's Compensation and Employer's Liability Insurance**

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

**General Liability Insurance**

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

**Automobile Liability Insurance**

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

**B. Certificates of the Required Insurance**     **Yes**     **No**

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

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

**C. Indemnification**

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

**16. PAYMENT**

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

**17. TERMINATION**

**A. DEFAULT**

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

**B. UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

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

**C. TERMINATION FOR DEFAULT:**

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

**D. TERMINATION BY THE COUNTY:**

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

**18. INDEMNIFICATION:**

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

**19. ADDITIONS/DELETIONS OF SERVICE:**

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

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

**21. 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.

**22. OWNERSHIP OF MATERIAL**

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

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

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

New provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

**24. N.J. BUSINESS REGISTRATION PROGRAM**

Certificate required pursuant to C57, PL2004. The law provides that a copy of the Business Registration Certificate issued by the NJ Dept. of Treasury **shall be provided at the time any bid or RFP is submitted; failure to do so is a fatal defect that cannot be cured.**

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

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at [www.elec.state.nj.us](http://www.elec.state.nj.us).

(4) If you have any questions please contact ELEC at:  
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

**26. FIRM FIXED CONTRACT**

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

**27. 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](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

**Specifications  
Third Party Administrator  
Resident Prescription Savings Program**

**1. INTENT**

The County of Somerset has established a Resident Prescription Savings Program, a countywide buying group that provides discounted pricing on prescription medications for all residents including senior and/or disabled county residents. These specifications set forth the requirements for a third party administrator (TPA) to continue conducting the program on behalf of the County without disruption to current subscribers.

**2. ELIGIBILITY**

Eligibility for this program is restricted to County residents. There are no income limitations for participation.

**3. ENROLLMENT REQUIREMENTS OF THE THIRD PARTY ADMINISTRATOR**

The TPA shall be responsible for all aspects of administration of this program. This includes, but is not limited to:

- A. Residents interested in enrolling shall complete an application, to be supplied by the TPA, together with acceptable proof of age, residency, and, if applicable, proof of status as a recipient of Federal Social Security Disability Benefits. This application package shall be submitted directly to the TPA along with the membership fee. The application shall be available in hard copy, via the County's web site and web site to be provided by the successful vendor. The TPA shall work with the County Director of Public Information to coordinate all electronic aspects of the program. The TPA shall name an agent to act as a liaison to the Director of Public Information for any communications concerning this program and the resultant contract
- B. The TPA shall collect all membership fees and review all applications. The TPA shall determine eligibility and perform full administration of the program.
- C. Upon determination of eligibility, the TPA shall issue and mail identification cards to eligible applicants together with literature describing the program, instructions for using the card, and a complete list of New Jersey pharmacies in which the card shall be accepted. The card shall include the name Somerset RPSP, the group number, the participant's name and identification number, the TPA identifying information and a 24-hour, toll free phone number providing customer service to the members.

In the event that an applicant is not eligible, the TPA shall notify the applicant in writing, giving the reason for denial, and return the application fee to the applicant within 30 days of receipt. The TPA shall copy the Somerset County Director of Public Information on all denial letters.

- D. A minimum thirty days before the anniversary date of the initial annual membership, the TPA shall send a renewal notice to each member for the next twelve months. The member shall be asked to return the renewal notice together with the application fee on or before the member's anniversary date.

#### 4. PROGRAM PROMOTION

TPA responsibilities:

The TPA shall provide with the bid sample literature and advertising that is proposed for use in the program. The Director of Public Information shall approve final copy on all material naming Somerset County to be used after award of the contract. The TPA may market this program to the residents at its own cost.

County responsibilities:

After contract award the program discounts and membership fee information will be quickly and widely promoted through its Public Information Office. Targets include social service agencies, senior organizations, housing authorities, veteran organizations, organizations providing assistance to the disabled, and related community agencies.

#### 5. REPORTS

The successful vendor shall provide quarterly reports to the Director of Public Information containing full enrollment information, broken down by town to include gender, age, and enrollment period for members. The cost of any reports requested shall be borne by the TPA. Sample reports available shall be included with the bid proposal.

#### 6. MANUFACTURERS REBATE PROGRAMS

Manufacturers' rebates shall be credited to the County program when they are available. The rebates shall be applied to reduce the cost of future membership fees. A report shall be generated quarterly showing the amount of rebates credited. The TPA shall show the percentage of rebates credited to the County program on the proposal sheet.

#### 7. COVERED DRUGS

All pharmaceuticals with a National Drug Code (NDC) shall be included in the program without limitations.

#### 8. MAIL ORDER

The successful vendor shall provide mail order service to participants of the program with the same discount as provided when purchasing prescriptions from a pharmacy.

Mail order benefits shall be described in the proposal submittal.

#### 9. CLAIMS COST ANALYSIS

All responses shall include net costing of the drugs listed in the proposal. The vendor shall use a source such as the Medical Economics Redbook, Medispan, or First Data Bank as of February 2009 for the net costing of the required Claims Cost Analysis.

The net costing shall be the average wholesale price minus a discount or the usual and customary posted advertised price, whichever is less.

The vendor shall indicate the source used for pricing. The vendor shall use that source for the entire term of the contract.

#### 10. PARTICIPATING PHARMACIES

To ensure the success of the program, the discount card shall be widely accepted. The bidder shall provide a listing of all participating pharmacies in Somerset County and the percentage of participating pharmacies as it relates to total pharmacies in the State of New Jersey.

#### 11. PROGRAM ADMINISTRATION

All oversight, administration and requests for information from the residents shall be the responsibility of the TPA. During the term of the contract the TPA shall not make any changes in membership criteria or any other provisions of these specifications without express agreement of the County of Somerset.

#### 12. MEMBERSHIP FEE

A membership fee may be charged to all eligible applicants. This fee may include all costs such as issuance and mailing of all cards, generation and mailing of all reports, creation, printing and distribution of any literature and advertising and any other costs incurred by the TPA to administer the plan. Any other cost to be passed on to the resident must be noted on the proposal sheet.

There shall be no cost to the County of Somerset for this program.

#### 13. DEMOGRAPHIC DATA

Website for population statistics: <http://www.co.somerset.nj.us/pdf/scpopulation.pdf>

#### 14. METHOD OF AWARD

The method of award shall be based on a combination of the membership fee, the average wholesale price minus a discount or the usual and customary posted advertised price, whichever is less, other costs indicated, and costs on Schedule of drugs. Net costing shall be per 30 pills/units each.

A determination will then be made by the County to select the vendor submitting a combination of the financial criteria that will result with the greatest financial advantage to the enrollees.

#### 15. CONTRACT PERIOD

The contract shall be effective at the first of the month following date of award and may be renewable annually for a period not to exceed three years.

#### 16. CANCELLATION

If deemed in the best interest of Somerset County residents, the County may terminate or cancel this agreement with or without cause, providing the County give thirty days written notice by first class mail to the TPA at the place of business listed on the bid proposal.

17. INSURANCE AND LIABILITY

Insurance Requirements: Comprehensive General Liability; Property Damage; Bodily Injury; and Product Liability: \$5,000,000.00

Certificate required naming Somerset County Board of Chosen Freeholders as an additional insured.

18. STATEMENT OF QUALIFICATIONS AND REFERENCES

Include a brief statement of qualifications (resources, company history and experience, length of time in business, etc.) and a minimum three references for public or private groups which approximate the target population of the County.

Number of years firm has been performing the type of specified services in the State of New Jersey. Please provide a qualification statement. \_\_\_\_\_ Years.

19. Location of agent and office that will be responsible for managing this contract.

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

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

City/State: \_\_\_\_\_

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

Fax: \_\_\_\_\_ E Mail: \_\_\_\_\_

20. Management personnel to be contacted in the event of problems and/or emergencies:

Name: \_\_\_\_\_, Title \_\_\_\_\_

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

Fax: \_\_\_\_\_ E Mail: \_\_\_\_\_

Name: \_\_\_\_\_, Title \_\_\_\_\_

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

Fax: \_\_\_\_\_ E Mail: \_\_\_\_\_

Name: \_\_\_\_\_, Title \_\_\_\_\_

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

Fax: \_\_\_\_\_ E Mail: \_\_\_\_\_

21. Does the firm have a website? YES \_\_\_\_\_ NO \_\_\_\_\_

Web address \_\_\_\_\_

22. Toll Free Number for public use \_\_\_\_\_

23. Hours of operation with live Service Representative available  
\_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.

24. Please provide the firm's privacy policy statement.

25. In the event this contract is awarded to a new vendor, the contractor shall agree to serve all parties enrolled under the pre-existing program.

<b>Claim Cost Analysis</b>			
	<b>DRUG</b>	<b>QTY</b>	<b>DISCOUNTED COST</b>
1.	GLUCOPHAGE 500 MG	30	
2.	ACCUPRIL 10 MG	30	
3.	AMBIEN 5 MG	30	
4.	FUROSEMIDE 40 MG	30	
5.	ACCU-CHEK	30	
6.	GLUCOTROL XL 10 MG	30	
7.	K-DUR 20 MEQ	30	
8.	NORVASC 5 MG	30	
9.	ATENOLOL 25 MG	30	
10.	LIPITOR 20 MG	30	
11.	HUMULIN INJ U 100	30	
12.	FLOVENT AIR 100 MCG	30	
13.	ROXCET-5 325 MG	30	
14.	CELEBREX 200 MG	30	
15.	DILTIAZEM 60 MG	30	
16.	AVAPRO 300 MG	30	
17.	PREVACID 30 MG	30	
18.	ZOLOFT 100 MG	30	
19.	ANTIVERT 25 MG	30	
20.	TRIMOX 500 MG	30	
21.	LASIX 40 MG	30	
22.	WELLBITRIN 150 MG	30	
23.	OXYCONTIN 160 MG	30	

24.	ALLEGRA 180 MG	30	
25.	LIPITOR 10 MG	30	
26.	COUMADIN 5 MG	30	
27.	VASOTEC 10 MG	30	
	Medical Resource used as per		
	Prices are to be as of February 2009		



**COUNTY OF SOMERSET  
BID DOCUMENT CHECKLIST**

<u>Required With Bid</u>		<u>Read, Signed &amp; Submitted Bidder's Initial</u>
<b>A. <u>FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID</u></b>		
<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 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"/>	Maintenance Bond	_____
<input checked="" type="checkbox"/>	Business Registration Certificate - Bidder	_____
<input checked="" type="checkbox"/>	Business Registration Certificate - Designated Subcontractor(s)	_____
<input checked="" type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
<input checked="" type="checkbox"/>	Other: Sample literature & advertising that is proposed for use in the program.	_____
<input checked="" type="checkbox"/>	Net Costing of Drugs listed. Indicate source used for pricing.	_____
<input checked="" type="checkbox"/>	Provide listing of all participating pharmacies in Somerset County and the percentage of participating pharmacies as it relates to total pharmacies in the State of New Jersey.	_____
<b>B. <u>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</u></b>		
<input type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid)	_____
<b>C. <u>FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION</u></b>		
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input checked="" 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: Qualification Statement	_____
<b>D. <u>READ ONLY</u></b>		
	Americans With Disability Act of 1990 Language	_____
<b>E. <u>OPTIONAL ITEM(S)</u></b>		
<input checked="" 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: \_\_\_\_\_

**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:

**Contract Period: Three Years**

**Third Party Administrator-Resident Prescription Savings Program**

<b>1. Annual membership fee (includes all costs as per bid specification #12)</b>	
Option A- Flat rate membership, all groups	\$
Option B- Scaled membership	\$
Single	\$
Couple	\$
Family	\$
<b>2. Percentage discount off average wholesale price</b>	
Generic	%
Write out percentage	
Brand	%
Write out percentage	
<b>3. Percentage of manufacturers' rebates to be Credited to future membership fees</b>	%
Write out percentage	

**Proposal Form Continued:**

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

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

\_\_\_\_\_  
Fax Number

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

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

**CHECK ONE:**

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

Legal Name of Bidder Business: \_\_\_\_\_

**Check which business entity applies:**

- Partnership                                       Corporation                                       Sole Proprietorship
- Limited Partnership                                       Limited Liability Partnership                                       Limited Liability Corporation
- Subchapter S Corporation                                       Other \_\_\_\_\_

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

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

**Business Address:**

STREET ADDRESS	CITY	STATE	ZIP
TELEPHONE #	FAX #	EMAIL	

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

NAME	HOME ADDRESS
NAME	HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY:      Yes  No

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

Printed Name and Title: \_\_\_\_\_

**COUNTY OF SOMERSET  
NON-COLLUSION AFFIDAVIT**

---

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

ss:

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

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

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

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

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

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

Subscribed and sworn to

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

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

\_\_\_\_\_  
Signature

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

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

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

December 2008

To All County Vendors/Contractors

Pursuant to P.L. 1975, C. 127 (N.J.A.C. 17:27), EEO/Affirmative Action Regulations, it is required that government agencies retain compliance forms for all applicable vendors, contractors and professional service providers.

Therefore, it is mandatory that your firm complies with the EEO/Affirmative Action requirements as stated in the proposal documents for any RFP or Bid.

Your firm must complete the AA302 form and submit it to the New Jersey Department of the Treasury, Division of Contract Compliance & Equal Employment Opportunity office if you do not already possess a State Certificate of Employee Information Report Approval. This may be completed online at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) and supply a copy to my office. Once you receive your Certificate of Employee Information Report, please send me a copy.

Bidders/Respondents are now prohibited from submitting an AA302 form more than once. Monetary penalties (N.J.A.C. 17:27-10.6) apply to both the contractor and public agency should a violation be discovered during an EEO/Affirmative Action audit.

If you have any questions, please feel free to contact me. Thank you for your cooperation in this matter.

Very truly yours,

Mary Louise Stanton  
Purchasing Agent

MLS/k

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

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

**Goods and General Service Vendors**

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

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

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

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

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

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

(REVISED 10/08)

**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, 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, 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 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, 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 subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

## COUNTY OF SOMERSET

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

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

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

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

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

## COUNTY OF SOMERSET

October 20, 2004

### Revised Contract Language for BRC Compliance

*Goods and Services Contracts (including purchase orders)*

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

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

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

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

**ALERT  
FAILURE TO INCLUDE A COPY OF YOUR  
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
IS CAUSE FOR REJECTION OF YOUR PROPOSAL**

**COUNTY OF SOMERSET**

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

FAILURE TO SUBMIT ONE OF THESE DOCUMENTS **WITH THE BID** WILL CAUSE YOUR BID TO  
BE REJECTED, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH  
THE COUNTY OF SOMERSET.

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


DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION  
SEQUENCE NUMBER: 0107330  
ISSUANCE DATE: 07/14/04

*John S. Tully*  
Acting Director

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

 STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:  
20041014112823533

**COUNTY OF SOMERSET**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**