



# COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

*Michael Yuska, Acting Director*

**BOARD OF  
CHOSEN FREEHOLDERS**

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**ALFRED J. FAELLA**  
*County Manager*

**ROBERT E. BARRY, ESQ.**  
*County Counsel*

**JAMES E. PELLETTIERE**  
*Clerk of the Board*

**MEMO TO:** All Potential Bidders

**FROM:** Laura Scutari, Acting Director  
Division of Purchasing

**DATE:** February 18, 2016

**RE:** CLARIFICATION NO.2  
**BA# 10-2016 – Food Services – Juvenile Detention  
Center**

This clarification is to advise all bidders of the answers to the following questions received on 2/18/16:

The mandatory specifications for the Nutrition program for the D 10.0 Menus does not exactly match the sample menus that are provided.

- Is a four week menu acceptable as was provided as the sample in the RFP – specification state 5 in one place and 4 in another?  
**Four week.**
- Are the provided menus in the RFP acceptable and should be used by the vendors to propose?  
**Yes, the menu acceptable.**

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**DIVISION OF PURCHASING**

*Elizabethtown Plaza*

*Administration Building  
Elizabeth, NJ 07207 (908)527-4130 fax(908)558-2548*

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*Clerk of the Board*

**MEMO TO:** All Potential Bidders

**FROM:** Laura Scutari, Acting Director  
Division of Purchasing

**DATE:** February 18, 2016

**RE:** CLARIFICATION NO.1  
**BA# 10-2016 – Food Services – Juvenile Detention Center**

This clarification is to advise all bidders of the answers to the following questions received on 2/08/16:

Page 19 – 5.2 =NJ Department of Agriculture food Distribution Letter – A , a monthly Inventory on commodities shall be taken by the contractor on the last day of each calendar month and supplied to the County

**Question : We are requesting a copy of Monthly Inventories for calendar year 2015**

**Answer – we do not receive commodities from the State of NJ Nutritional Meal Program (at this time, we do not participate in the Commodities Program).**

Letter – D , The contractor shall refund the county on the Value of commodities received

**Question : We are requesting the dollar amount of refund received by the county between January thru December 2015**

**Answer – we do not receive commodities from the State of NJ Nutritional Meal Program (at this time, we do not participate in the Commodities Program).**

**Question : Does the County of Union or the Contractor file with the State of NJ Nutritional Meal Program for Breakfast & Lunch Meal funding Credits ?**

**Answer – yes, we file a monthly report for funding credits.**

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*Clerk of the Board*

Page 20 – D5 .4 – Food Service Equipment and Peripheral Supplies

The Contractor shall at its own expense, maintain and repair Used and New equipment

**Question : We are requesting the dollar amount expensed during 2015**

**Answer – per our current food services vendor..... they employ a full time maintenance person who services several of the vendor's kitchens in the area including Union County Juvenile Detention. This maintenance person comes out when a piece of equipment needs to be repaired. The vendor estimates roughly \$4,000 per year on maintaining and repairing equipment in this facility's kitchen.**

The Contractor Shall supply thermal insulated compartmentalized trays .

**Question : We would like the Manufacturer & Model of what is currently being used**

**Answer – per our current food services vendor they are using the non insulated food tray located here:**

**<http://www.cooksdirect.com/product/carlisle-4398802>**

**Carlisle Heavyweight 6-Compartment Melamine Trays**

**Are tray covers Required ?**

**Answer – No.**

Page 24 –D 8.0 – Personnel, Employment practices and Staffing

**Question : Does the minimum staffing outlined include the requirements for Paragraph D 9.3- Vocational Training Program ?**

**Answer: Yes**

Page 34- D 14. 0 Meal Counts for Residents , Staff & Guests

**Question : We are requesting actual count by week and month for Sept 2014 thru December 2015 – 16 month historical data**

**Answer – please see attachment “a”**

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**DIVISION OF PURCHASING**

*Administration Building*

*Elizabethtown Plaza*

*Elizabeth, NJ 07207*

*(908)527-4130*

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## Attachment "a"

MONTH/YEAR	WEEK #	RESIDENTS	STAFF	TOTAL
September '14	1	840	292	1132
	2	886	292	1178
	3	853	292	1145
	4	830	292	1122
October '14	1	755	292	1047
	2	641	292	933
	3	654	292	946
	4	625	292	917
November '14	1	667	292	959
	2	586	292	1837
	3	640	292	932
	4	649	292	941
	5	695	292	987
December '14	1	752	292	1044
	2	767	292	1059
	3	738	292	1030
	4	690	292	982
January '15	1	714	292	1006
	2	702	292	994
	3	730	292	1022
	4	686	292	978
	5	659	292	951
February '15	1	664	292	956
	2	632	292	924
	3	592	292	1808
	4	599	292	891
March '15	1	652	292	944
	2	697	292	989
	3	787	292	1079
	4	1261	292	1553
April '15	1	1206	292	1498
	2	1157	292	1449
	3	1087	292	1379
	4	991	292	1283
May '15	1	949	292	1241
	2	970	292	1262
	3	983	292	1275
	4	976	292	1268
June '15	5	969	292	1261
	1	963	292	1255
	2	1033	292	1325
	3	996	292	1288
	4	990	292	1282

## Attachment "a"

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July '15	1	945	292	1237
	2	981	292	1273
	3	990	292	1282
	4	1068	292	1360
August '15	1	1155	292	1447
	2	1225	292	1517
	3	1218	292	1510
	4	1086	292	1378
	5	1103	292	1395
September '15	1	1161	292	1453
	2	1119	292	1411
	3	1106	292	1398
	4	1050	292	1342
October '15	1	996	292	1288
	2	1008	292	1300
	3	892	292	1184
	4	878	292	1170
	5	907	292	1199
November '15	1	930	292	1222
	2	930	292	1222
	3	870	292	1162
	4	891	292	1183
December '15	1	852	292	1144
	2	849	292	1141
	3	806	292	1098
	4	846	292	1138
		Total		82806



## COUNTY OF UNION BID SUBMISSION CHECKLIST

### BA# 10-2016 FOOD SERVICES – JUVENILE DETENTION CENTER

- \_\_\_\_\_ 1. CONSENT OF SURETY – The Consent of Surety form signed by a Surety Company stating that if your bid is accepted, the Surety Company that provides the consent shall be required to furnish a Performance Bond in the amount of \$20,000.00. The Bond shall have a term equal to the contract period.

In lieu of the Consent of Surety, you may submit a Certified Check for the amount of \$20,000.00.

The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language.

- \_\_\_\_\_ 2. Bidder Signature Page – fill out completely.  
\_\_\_\_\_ 3. Stockholder Disclosure Certification – (2 pages) fill out completely and notarize.  
\_\_\_\_\_ 4. Non-Collusion Affidavit – fill out completely and notarize.  
\_\_\_\_\_ 5. Affirmative Action Requirement  
\_\_\_\_\_ 6. Disclosure of Investment Activities with Iran  
\_\_\_\_\_ 7. Americans with Disabilities Form  
\_\_\_\_\_ 8. Copy of State of NJ Department of Treasury Business Registration Certificate  
\_\_\_\_\_ 9. Addenda Receipt Form - ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED  
\_\_\_\_\_ 10. Experience Statement  
\_\_\_\_\_ 11. Security Operations  
\_\_\_\_\_ 12. Menu Samples  
\_\_\_\_\_ 13. Medical Diets Outline  
\_\_\_\_\_ 14. Vocation Training Program Outline  
\_\_\_\_\_ 15. Dietician Information  
\_\_\_\_\_ 16. Job Descriptions  
\_\_\_\_\_ 17. Resumes

***Each bidder should complete this form, initial each entry, sign and date at the bottom and submit with bid.***

NAME OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

# COUNTY OF UNION

## Notice To Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on February 23, 2016, at **2:30 p.m.** prevailing time in the **3<sup>rd</sup> Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

### **BA# 10-2016 – FOOD SERVICES – JUVENILE DETENTION CENTER**

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

A **conference and tour of the Union County Juvenile Detention Center** will be held on **February 4, 2016 at 10:00 AM**. Contact the Superintendent of the Detention Center, Diana Youst at 908-523-1583 to confirm intention to attend or for further information.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

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

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3<sup>rd</sup> floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michael M. Yuska-Q.P.A, Director of Purchasing.

**UNION COUNTY BOARD  
OF CHOSEN FREEHOLDERS**

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## GENERAL SPECIFICATIONS

Revised October 6, 2014  
Goods & Services

### 1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time and in the place noted on the sheet marked "Notice to Bidders".

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Notice to Bidders" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. In the event there is a discrepancy between any unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6(d).

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received.

All delivery costs (FOB: Union County Ship to Address) shall be included in the total bid prices, unless the bid specifications specifically state otherwise.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement must be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Sub-contractors must also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

### 2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount

The County of Union shall award the contract or reject all bids within sixty (60) days; except that the bids of any bidders' who consent thereto may, at the request of the County, be held for consideration such longer periods as may be agreed.

The County will return all bid guarantees after the bids have been opened, read, tabulated and checked except those of the three (3) bidders whose bids are considered the lowest responsible bids. The bid bonds of the low three (3) bidders will be returned within ten (10) days of the date of the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and/or fails to furnish the required performance bond, the Surety of such bidder will be held and used by the County as liquidated damages for such refusal or neglect.

### **3. QUALIFICATION OF BIDDERS**

The County of Union may make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations of Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, Firm or Partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

### **4. RESERVATIONS**

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union, New Jersey.

### **5. AWARD AND EXECUTION OF CONTRACTS**

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within 60 days; except that the bids of any bidders who consent thereto may, at the request of the County be held for consideration for such longer periods as may be agreed.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

### **6. BRAND NAMES**

Whenever an item specified by manufacturer's model number, brand or trade name, it is understood that such description is only for the purpose of defining the level of quality desired, and does not in any way restrict bidding to the named brand. Bids on other brands may be submitted by any responsible supplier, provided such brands are equal to or better than the one named in the specifications. However, the burden of proof as to the comparative quality and suitability of alternate or substitute equipment, articles or materials lies with the bidder and, he shall furnish, at his own expense, all information necessary or related thereto as required by the County of Union. The County of Union shall be the sole judge as to the comparative quality and suitability of alternate or substitute equipment, articles, or materials, and the decision shall be final.

The trade name(s) or brand name(s) offered must be shown on the vendor's response bid form pages.

### **7. PATENT CLAIMS**

The successful bidder (contractor) shall protect and save the County harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this contract hereunder, and it shall be the duty of the contractor, if so demanded by the County, to furnish said County with proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

## **8. INSURANCE REQUIREMENTS**

Vendor shall procure and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of the work reflecting the following:

- a) **Commercial General Liability (CGL):** Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey; are included as Additional Insured. The General Liability Insurance coverage is provided on a primary and non-contributory basis to the County of Union, et al.
- b) **Automobile Liability:** Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) **Workers Compensation:** As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants is to be included in those policies of insurance where permitted by law.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

**\*Special Risks or Circumstances:** The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **9. INDEMNIFICATION REQUIREMENTS**

The Supplier shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting therefrom, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

## **10. NON-DISCRIMINATION**

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

## **11. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

## **12. ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

## **13. CONTRACTOR'S EMPLOYEES**

The Contractor must employ only suitable and competent labor in the work, and must remove from the work any incompetent, unsuitable, or disorderly person upon complaint from the County.

The parties to any contract resulting from this bid do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 (discrimination in employment on public works contracts): 34:11-56.25 et seq. (payment of prevailing rate of wages determined pursuant to N.J.S.A 34:11-56.30 by the Commissioner), and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them.

There will be no discrimination against any employee who is employed in the work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

## **14. PAYMENT OF WAGES OR BENEFITS WITHIN TIME**

The County of Union requires all bidders to comply with N.J.S.A. 2C:40 A-2. Failure of an employer to pay wages or benefits within time specified will result in a penalty for the violation.

"In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to an agreement made with a collective bargaining agent or with an individual employee which requires the payment of (a) wages or of benefits, or (b) contributions for the support of a fund out of which benefits may be paid, including, without limitation upon the generality of the foregoing, any pension fund, welfare fund or any fund for the support of any program or programs in any trade, profession or occupation concerned in such agreement, or other penalties in connection with the employment of any employee or employees and who knowingly and willfully fails or refuses to make such payments within thirty (30) days after such payments are by said agreement to be made, or in the case of wages, if the agreement fails to specify the time of payment, then within the time specified for the payment of wages by Section 2, P.L. 1965, c.173 (N.J.S.A. 34:11-42) is a disorderly person".

If such employer is a corporation, the officer or employee responsible for such willful failure or refusal is a disorderly person.

## **15. PREFERENCE FOR DOMESTIC PRODUCTS**

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain that only manufactured and farm products of the United States, wherever available, be used in such work.

## **16. ON SITE STORAGE**

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and County may offer available space, if any, for storage of such materials or equipment. The contractor shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

## **17. FINAL CLEAN UP**

Upon completion of each project assigned, the Contractor will remove all equipment, unused materials, rubbish, etc., and will repair, or replace in a manner acceptable to the County, all areas that may have been damaged in the prosecution of the work.

## **18. SUB-LETTING OF WORK**

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of work: plumbing, heating, ventilation and air conditioning, electrical, ornamental iron, structural steel and steam power. If these trades are expected to be part of the contract, such subcontractors should be listed on the bid sheet entitled "List of Subcontractors". Substitutions of any listed subcontractors pursuant to N.J.S.A. 40A:11-16 will not be permitted except with the consent of the Director.

Except for the List of Subcontractors, pursuant to N.J.S.A. 40A:11-16, no portion of the work will be sublet by the Contractor to any other entities, except with the consent of the Director of Facilities Management. A complete list of approved subcontractors must be submitted to the Director prior to the start of work. All Subcontractors will be subject to N.J.S.A. 34:11-56 et al.

## **19. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT**

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56a.25 et seq. requires that the following additional conditions be strictly followed. The bidder's signature on this proposal is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Industry as one who failed to pay prevailing wages in accordance with the provisions of this Act.

The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64. The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of work, or such portion thereof that relates to the failure to pay prevailing rates of wages.

In such event or under the terms N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation. The Contractor or Subcontractors for this project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages. The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment.

## **20. FRINGE BENEFIT REQUIREMENTS**

The County of Union requires all bidders to comply with N.J.S.A. 2A:170-90.2, regarding fringe benefits. This statute states:

"Failure of employer to pay wages or benefits within time specified; penalty for violation: In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to an agreement made with a collective bargaining agent or with an individual employee which requires the payment of (a) wages or of benefits, or (b) contributions for the support of a fund out of which benefits may be paid, including, without limitation upon the generality of the foregoing, any pension fund, welfare fund or any fund for the support of any program or programs of education or vacation benefits for the employees covered by such agreement, or any fund for the support of any apprenticeship program or programs in any trade, profession or occupation concerned in such agreement, or (c) other payments in connection with the employment of any employee or employees and who knowingly and willfully fails or refuses to make such payments within 30 days after such payments are required by said agreement to be made, or, in case of wages, if the agreement fails to specify the time of payment, then within the time specified for the payment of wages by section 2, P.L. 1965, c.173(C34:11-4.2) is a disorderly person. If such employer is a corporation, the officer or employee responsible for such willful failure or refusal is a disorderly person."

**21. RESOLUTION NO. 1148-98 AND 1167-98 ADOPTED ON SEPTEMBER 24, 1998  
BY THE BOARD OF CHOSEN FREEHOLDERS**

In addition to compliance with the New Jersey Prevailing Wage Act, the Contractor shall comply with the requirement as set forth in Resolutions No. 1148-98 and 1167-98 adopted on September 24, 1998 by the Union County Board of Chosen Freeholders.

**UNION COUNTY BOARD OF CHOSEN FREEHOLDERS**

**RESOLUTION NO. 1148-98  
DATE: 9/24/98**

WHEREAS, the Public Contract Law of New Jersey that all contractors and subcontractors pay to the workforce on such projects the prevailing wage rates; and

WHEREAS, it has come to the attention of the Board of Chosen Freeholders that workmen have not at all times received such wages; and

WHEREAS, while the Board of Chosen Freeholders is aware that the State of New Jersey is the actual enforcing arm for such requirements, the Board desires to itself on behalf of such workers put in place a procedure, which will further protect the rights of the workers to the payment of accurate and fair wages:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Union; hereby declares that henceforth, as a matter of POLICY;

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1 et seq.

(2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by the contractor in connection with a public work. Further the County shall have the right to demand such proof as necessary to verify said records.

(3) All contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of work.

(4) All public works specifications and contracts shall include a clause that requires all contractors and subcontractors to submit properly executed Worker Notification Acknowledgment forms to the County. These forms will be supplied by the County to all approved contractors and subcontractors; a copy of such form is attached as Appendix A. These forms will provide proof that all workers have been made aware of their rights to receive the prevailing wage for the particular craft or trade for which they are employed.

(5) This resolution shall apply to any projects bid after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

**UNION COUNTY BOARD OF CHOSEN FREEHOLDERS**

**RESOLUTION NO. 1167-98  
DATE: 9/24/98**

WHEREAS, the County of Union finds that it is essential to the public safety that any and all public works be performed by competent and trained employees of responsible contractors and subcontractors; and

WHEREAS, the State of New Jersey has recognized and provided for training of employees through Apprenticeship Programs licensed by the State of New Jersey; and

WHEREAS, the County of Union has the right and responsibility to determine that all contractors and subcontractors who perform public work be qualified according to consistent and uniformly applied standards; and

WHEREAS, it is important that the County of Union use a contractor and/or subcontractor who acts with responsibility in complying with applicable wage laws:

NOW, THEREFORE, BE IT RESOLVED, that all applicable regulations, bid specifications and rules of the County of Union shall state that:

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1, et seq. Employer contributions for employee benefits pursuant to a then existing bona fide collective bargaining agreement shall be considered an integral part of the wage rate paid by employers of any craft or trade in Union County for the purpose of determining the prevailing wage.

(2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade and actual hourly rate of wages paid to each work man employed by him in connection with a public work. Further, the County shall have the right to demand such proof as is necessary to verify said records.

All Contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of the work.

(3) The bidder, and all contractors and subcontractors must employ the ratio of apprentices to journeymen as set forth by the Commissioner of Labor in determining the Prevailing Wage, or, if no such ration has been established, than at a ratio of one apprentice to every four journeymen.

An apprentice is an individual who, while performing work on a public project, is registered, in good standing, in a n apprenticeship program approved or certified by the Division of Vocational Education in the New Jersey Department of Education or by the Bureau of Apprenticeship and Training in the United States Department of Labor.

A contractor or subcontractor employing one or more apprentices on a public work project shall maintain with its records written evidence that the apprenticeship program while performing work on the project. The contractor or subcontractor shall make all records available for inspection by Union County and by the Commissioner during normal business hours.

Union County and the Commissioner shall have unencumbered access to the access to the employees who are employed on a public project for the purpose of interviewing and determining compliance.

A contractor or subcontractor shall not create job titles and worker classifications that are not consistent with prevailing practices and existing task ratios for a specific building trade's craft for the purpose of circumventing the intent of this resolution.

(4) The bidder, and all contractors and subcontractors must properly classify workers as employees and not as independent contractors, and treat them accordingly for purposes of wages, benefits, workers compensation insurance coverage, unemployment taxes, social security tax and income tax withholding. The criteria identified in the Unemployment Compensation Law at N.J.S.A. 43:21-19(1)(6)(a)(c) and interpreting case law will be used to determine whether a worker is an employee or independent contractor for purposes of this resolution.

(5) The bidder, and all contractors and subcontractors shall comply with the Prevailing Wage Act and its regulations regarding payment of fringe benefits.

(6) Any bidder, contractor or subcontractor who fails to maintain throughout the entire duration of the project full compliance with the foregoing requirements and qualifications shall be subject to one or more of the following sanctions:

- A. Cessation of work.
- B. Removal from project.
- C. Withholding of payment until compliance is obtained.
- D. Damages resulting from efforts taken to correct or sanction for failure to comply, such as costs of delay, or of obtaining new Contractor to complete work.

(7) A general contractor shall be liable for any violations by any subcontractors. The County reserves the right to investigate project sites for any and all possible violations. Contractors who have been determined to be in violation of this Resolution on any project for Union County will be reported to the Commissioner of Labor that debarment proceedings be instituted against the delinquent contractor.

(8) The foregoing qualifications and requirements shall be binding on any and all bidders, contractors and subcontractors who perform work on any public work, as defined in the Prevailing Wage Act, bid by the County of Union without regard to their affiliation, or lack of affiliation, to any labor or construction organization or association, and shall not be deemed to require or mandate the use of employees who are members of unions or any labor organization.

(9) This Resolution shall apply to any projects bids after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

Union labor is preferred on all County work.

The foregoing reference to specific laws will not be deemed to be a limitation of obligation of the Contractor to perform his obligations in full compliance with the provisions and requirements of all federal and state statutes and municipal and county ordinances applicable to the work to be done under the contract. It is agreed and understood that any contracts and/or orders placed as a result of this bid will be governed and construed and the rights and obligations of the parties hereto will be determined in accordance with the laws of the State of New Jersey.

**EMPLOYEE NOTIFICATION ACKNOWLEDGEMENT FORM\***

Pursuant to N.J.S.A. 34:11-56.25 et seq. as well as N.J.A.C. 12:60 et seq.,

the Contractor, \_\_\_\_\_, has informed me that I will be  
(Name of Contractor)

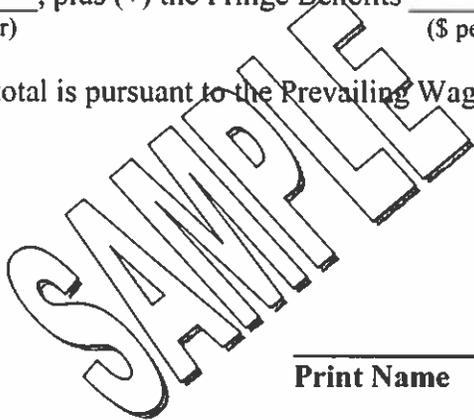
as a \_\_\_\_\_, on the public project designated as,  
(Employee's Job Title)

\_\_\_\_\_. I further acknowledge that my compensation  
(Project Name)

for this job will be \_\_\_\_\_, plus (+) the Fringe Benefits \_\_\_\_\_ for a Total Prevailing  
(\$ per hour) (\$ per hour)

Wage of \_\_\_\_\_. This total is pursuant to the Prevailing Wage for Construction Trades in  
(\$ per hour)

Union County.



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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

**Employer Certification**

I hereby certify as to the accuracy of the above information.

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

\_\_\_\_\_  
Name of Company Officer

\_\_\_\_\_  
Signature of Company Officer

\*This acknowledgment form is a public record that will be kept to determine compliance with N.J.S.A. 34:11-56.25 et seq. Falsification of a public record is a crime. Union County reserves the right to prosecute violators of the Prevailing Wage Act to the fullest extent possible, including, but not limited to, fraud upon a public agency, theft of services, theft of deception, and misrepresentation of public records.

White Copy = Labor Compliance Officer

Yellow = Contractor

Pink = Employee

## **22. SAFETY**

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall at times conduct the work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Commerce shall be observed.

## **23. UTILITIES**

The bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the work. The County will advise contractor of the location of these utilities and structures, but the accuracy and completeness of this information is not guaranteed by the County. The bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor will not proceed with his work until he has made diligent inquiries of all public utility and municipal officials to determine the exact location of all-underground structures and pipes within the site of the work assigned. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers can be obtained from the Division of Facilities Management and their notification and involvement in any work on County locations should be coordinated with the Department. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities in compliance with **New Jersey One-Call**. In excavating in any part of the work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the owner and the County. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final approval of the work by the Director of Facilities Management.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the work as agreed upon with the Department, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the work in order to relocate or protect their facilities and not hinder or delay unnecessarily the work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or the performance of any work in connection with the moving of said structures unless the Contractor is specifically ordered by the County to furnish such materials, equipment, or services.

## **24. PERMITS**

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted work.

## **25. INSPECTION**

The work must be done in accordance with the work procedures agreed upon by the contractor and the Division of Facilities Management, and will be inspected by the Director of the Department. An inspector may be placed upon the work site at any time by the County to see that the instructions of the County are carried out.

## **26. DAMAGES**

The Contractor will be held responsible for all damages that may occur to work, or to persons or property by reason of the nature of the work or from the elements, or by reason of inadequate protection of the work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the work until all suits or claims for damages sustained on, or by reason of, the Contractor will have settled this work.

## **27. DEFAULT OF CONTRACT**

If at any time the work under this contract is abandoned or neglected, or any part thereof is unnecessarily delayed, or if the Contractor will prosecute the work without due diligence, or with an insufficient force to complete the work in the time specified in the opinion of the Director of the Division of Facilities Management, then the Director may declare the Contractor in default, may employ other parties to complete the work, use such material as may have been procured and may procure all other material necessary for the completion of the work called for in this contract. The expense incurred by him in such procedure will be deducted from any moneys due the Contractor. The Contractor or his surety company will pay the amount of the excess to the County on notice from the Director.

## **28. AFFIRMATIVE ACTION REQUIREMENT**

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General requirements of P.L. 1975, c. 127. You are hereby put on notice that:

- A. Procurement, Professional & Service Contracts; all successful vendors must 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 your Federal Letter of Affirmative Action Plan Approval.
  - 2. A photocopy of your Certificate of Employee Information Report.
  - 3. A completed Affirmative Action Employee Information Report (AA302).

If the successful vendor does not submit the affirmative action document within the seven (7) days, the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

## **29. TERMINATION OF CONTRACT**

If, through any cause, the successful Supplier fails to fulfill in timely and proper manner its contractual obligations, or if the Supplier violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten days written notice to the Supplier of such termination and cause therefore, and specifying the effective date of such termination.

In addition, Union County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so.

Notice hereunder shall be deemed to have been sufficiently given if given in person to the Supplier, or sent by registered mail at the addresses specified in the Contract.

## **30. RIGHT TO KNOW ACT**

The provisions of N.J.S.A. 34:5A-1 et seq. and N.J.A.C 5:89-5 et seq., which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. 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.

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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.**

**EXHIBIT B**

**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**

**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 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union 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 targeted employment goal prescribed by N.J.A.C. 17:27-7.2; 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 prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. 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 afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless 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 affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met 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:

(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;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) 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 in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. 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.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) 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 (B) 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 targeted 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, 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) electronically provided to the public agency by the Division, through its website, 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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

## **BUSINESS REGISTRATION CERTIFICATE**

### **New Mandatory Requirement -Effective 1/18/2010**

The recently enacted . P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the business registration of the bidder prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each subcontractor must be provided prior to the award of bid. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web version provided by the NJ Division of Revenue

Register online at <http://www.nj.gov/treasury/revenue/busreqcert.shtml>. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

**Note: A NJ Certificate of Authority is not acceptable.**

**FAILURE** to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of a contract shall be cause to reject the bid.

**FAILURE** of the bidder or any subcontractor named on the bid to be registered prior to the receipt of bids is cause for a **MANDATORY REJECTION** of bids. (A NON-WAIVABLE DEFECT). This covers construction work as well as non-construction bids.

#### **IN ADDITION:**

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to register and submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

# **SPECIFICATIONS**

## **D 1.0 INTENT**

It is the purpose and intent of these specifications to specify to prospective bidders the requirements for the Furnishing of Food Service and Food Service Management as required, for the Union County Juvenile Detention Center for an initial term of twenty four (24) consecutive months with the possibility of one (1) twenty four (24) month extension.

## **D 2.0 PRE-BID REQUIREMENTS**

Prospective bidders shall completely familiarize themselves from their own investigations with all equipment and facilities in use and all conditions to be met under any resulting contract.

Prospective bidders are strongly encouraged to visit all facilities of the Union County Juvenile Detention Center located on Edwards Avenue, Linden, NJ. **A bidder's conference and tour of the facilities will be on held on Thursday, February 4, 2016 at 10:00 AM.** Bidders wishing to attend the tour should contact the Superintendent of the Detention Center, Diana Youst at 908-523-1583, for further information, to confirm intention to attend, and to arrange other inspection visits as desired by the vendor. Contact information is contained at the end of these specifications.

## **D 3.0 FAMILIARIZATION**

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

## **D 4.0 LICENSES, PERMITS AND REGULATIONS**

The vendor shall be responsible for obtaining all necessary licenses and permits at the vendor's expense. The vendor shall comply with all Federal, State, County and Municipal Laws, Codes and Regulations.

## **D 5.0 EQUIPMENT AND SUPPLIES**

### **D 5.1 FOOD SUPPLIES**

- A. The Contractor shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the needs of residents and staff/visitors during the period of the Contract. Food inventories purchased by the Contractor are the property of the Contractor and the Contractor shall be responsible for any loss, damage or spoilage.
- B. The Contractor shall be responsible for assuring the correct merchandise is ordered and received regarding quantity and quality and that deliveries are made to correspond with the appropriate schedules and security procedures of the facilities.
- C. The Contractor shall be responsible for maintaining food stocks in the Juvenile Detention Center in compliance with N.J. State Standards and the requirements of these specifications. Specifically these stocks will meet the requirements for emergency food service, emergency menu substitutions and at the Juvenile Center, the requirement for provision of snacks.

- D. On expiration or termination of this Contract, the inventories of food supplies of the Contractor shall remain those of the Contractor and shall be removed by the Contractor at his own expense within twenty-four hours of the termination of the Contract.

#### D 5.2 N.J. DEPARTMENT OF AGRICULTURE FOOD DISTRIBUTION

Surplus Federal Government Food, available by the NJ Department of Agriculture, may be acquired by the Contractor for use at the Union County Juvenile Detention Center. Contractor agrees to make the fullest feasible use of the surplus commodities when they are available.

The utilization and control of surplus commodities are subject to the following requirements:

- A. A monthly inventory shall be taken on all commodities by the Contractor on the last calendar day of each month. The report shall include for each commodity: commodities on hand at the beginning of the month, the quantity used, the quantity received and the balance at the end of the month. Inventory reports must be sent to the Superintendent of the Juvenile Detention Center.
- B. All surplus commodities acquired through Juvenile Detention Center from the State Agency must be delivered to and used at the same site for which they were ordered. They must be stored in a manner that distinguishes them from other commodities.
- C. All surplus commodities must be used for County meals only.
- D. The Contractor shall refund to the County the value of all commodities received from the N.J. Department of Agriculture as established by the "Value Offered" column on the "Food Allocation and Pickup List". Payment by the Contractor will be in form of a credit against the Contractor's charge for services provided. Billing to the Contractor for these commodities will be processed by the Juvenile Detention Center.
- E. State Agency charges assessed for transportation, storage and handling fees for surplus commodities will also be billed to Contractor. Payment by the Contractor will be in the form of a credit against the Contractor's charge for services provided.
- F. The Contractor shall determine the use of commodities for meal preparation.
- G. The above stated requirements are in addition to all existing USDA and Food Distribution Program's policies and regulations, including the right of site inspection.
- H. Any federally donated commodities received by the Juvenile Detention Center and made available to the Contractor shall accrue only to the benefit of the Juvenile Detention Center Food Service Program and shall be utilized therein.
- J. All such books, documents, papers and records shall be retained by the Contractor for a period of three (3) years from the close of the federal fiscal year to which they pertain or receipt of final payment under this Agreement, whichever is longer, for the purpose of making inspections, audit, excerpts and transcription by the Department of Youth Services, the State of New Jersey and/or U.S.D.A. or any of their duly authorized representatives, at any reasonable time and place.

### D 5.3 EXPENDABLE SUPPLIES EXCLUDING FOOD

The Contractor shall purchase and supply all paper products, disposable supplies, household items and cleaning supplies necessary for efficient and sanitary operation of the dietary service. The Contractor shall be responsible for the proper storage and control of those items to prevent any theft, damage or other loss. The Contractor shall provide all office supplies necessary for the management of the operation except those forms required by the institutions.

### D 5.4 FOOD SERVICE EQUIPMENT AND PERIPHERAL SUPPLIES

The Contractor will have full use of all kitchen equipment owned by the County for their use in carrying out the requirements of these specifications. The Contractor will have the right (subject to written authorization from the County) to install any new equipment for efficient operations.

The Contractor shall at its own expense, maintain and repair the food service equipment in use and new equipment installed during the course of the contract.

The Contractor shall maintain enough supplies to feed an in house population of 55 residents plus 44 staff for a total of 99 persons.

The Union County Juvenile Detention Center shall permit the Contractor to install additional equipment (Food Service or otherwise) at the Contractor's own expense with the Department's written approval. Upon termination or cancellation of the Contract, all equipment, installed by the vendor shall become the property of The Union County Juvenile Detention Center.

The Contractor shall submit monthly inspection reports detailing condition of kitchen equipment, service performed on kitchen equipment and service needed on kitchen equipment.

The Contractor shall immediately report to the Superintendent of the Juvenile Detention Center or designee, any accidents, or loss of kitchen utensils, equipment and supplies.

The Contractor shall provide thermal insulated compartmentalized trays for use in the resident dining halls. The vendor shall also be responsible for providing disposable plates, disposable cups, disposable bowls and eating utensils including plastic knives, plastic forks, plastic spoons, napkins and condiments.

### D 5.5 BUILDING MAINTENANCE

The County of Union shall repair building structures in areas assigned to the Contractor. Painting shall be included as part of this maintenance.

The Contractor shall be responsible for proper maintenance of all drains and grease traps in the kitchens and food preparation areas.

The Juvenile Detention Center shall provide adequate trash removal facilities or services as deemed necessary to maintain the highest standards of sanitation. The Contractor shall provide all materials and supplies necessary for maintaining proper cleanliness and sanitation including but not limited to cleaning supplies, trash bags etc.

#### D 5.7 UTILITIES

The Union County Juvenile Detention Center shall provide all utilities necessary for the performance of the food service operations. The Contractor shall be responsible for insuring that facilities are operated in an energy efficient manner.

The Union County Juvenile Detention Center shall provide one (1) telephone intercom at the Juvenile Detention Center, without charge, to be used for institutional calls only. The Contractor shall be responsible for all additional telephone services required.

#### D 5.8 INTERRUPTION OF UTILITIES

The Union County Juvenile Detention Center shall not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone and heat or air conditioning. However, the department shall be diligent in restoring service following an interruption. The Union County Juvenile Detention Center shall not be liable for any product loss that may result from the interruption or failure of any such utility services. The Contractor shall be responsible for the continuous serving of meals regardless of utility disruption although the menu may be changed to alternates approved in advance for such circumstances.

#### D 5.9 PROVISION OF LINENS AND UNIFORMS

The Contractor shall be responsible for providing linen and uniforms for Contractor staff use in the dietary operation only.

#### D 5.10 SURRENDERING FACILITIES AND EQUIPMENT

Upon Award of the Contract, the successful bidder shall assist in compiling a complete inventory list of all non-expendable supplies and capital equipment that he shall be responsible for regarding care.

On termination or expiration of said Contract, the Contractor and the Union County Juvenile Detention Center shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Contractor shall surrender the facilities and equipment to the Union County Juvenile Detention Center in as good condition as at the start of the contract; ordinary wear and tear and loss or damage by fire, flood and other perils covered by extended coverage insurance excepted.

1. The Contractor will make a written request (including an itemized inventory) to remove their equipment, supplies and inventory from the building(s). The Contractor agrees not to remove any such items without receiving written authorization from the Superintendent of the center.

#### D 6.0 SECURITY

The Contractor agrees to exercise and comply with security measures required by the Union County Juvenile Detention Center as outlined in the policy and procedure manual.

#### D 6.1 SEARCH OF CONTRACTOR'S VEHICLES AND STAFF

At all times, while at the facilities of the Union County Juvenile Detention Center, Contractor staff shall comply with all the rules, regulations, directives and bulletins of the Union County the Juvenile Detention Center. Contractors' staff and all private vehicles, if located on the grounds of any Union County Center, shall be subject to search. Said rules shall be made available by the Union County Juvenile Detention Center.

## D 6.2 ACCESS TO AND FROM FACILITIES

The Contractor and staff shall utilize designated exits and entries into any and all Union County Facilities and shall be required to sign in and out and shall be required to wear such identification badges as the Union County Department Juvenile Detention Center deems necessary while on the premises. The Union County Department Juvenile Detention Center shall provide identification badges for all Contractor Personnel.

Contractor's employees may not bring visitors into the Juvenile Detention Center without prior approval of the Superintendent.

The Union County Juvenile Detention Center reserves the right to restrict access to the Correctional Facilities or require immediate removal of any person(s) without prior notification.

Contractor's employees shall not have any social contact with residents or residents' families while on the grounds or in the community after release.

All bidders must include with their bid, those sections of their operations manuals that address security to exemplify their understanding of this factor. This is a mandatory requirement of these bid specifications.

## D 6.3 ACCESS TO KEYS

The Contractor is responsible for control of keys obtained from the Union County Juvenile Detention Center and its facilities. The Contractor is also responsible for the security of those areas for which and when keys are used by the Contractor's representatives.

The Contractor shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins, vandalism or any other similar occurrences to areas of the Union County Facilities that the Contractor has been given access to. These reports will immediately be filed with the Superintendent.

## D 6.4 REPLACEMENT OF KEYS AND LOCK CYLINDERS

When determined as necessary, the Union County Juvenile Detention Center shall re-key and replace the lock cylinders. Union County shall be responsible for the costs. The Contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of his negligence and/or loss of keys. The Contractor shall use only the locksmith that is contracted and authorized by Union County.

## D 7.0 RESTRICTED RESIDENT MOVEMENT, UTILITY OUTAGE SUPPLIES, OTHER EMERGENCY CONDITIONS PROCEDURES

The Contractor shall maintain dietary operations during any situations that may require limited or restricted resident movement as well as utility outages or other emergency conditions that might affect routine operating conditions. The Contractor shall be responsible for the preparation, delivery and supervision of meals at all locations according to the specifications outlined below, unless otherwise mutually agreed upon by the Contractor and the Juvenile Detention Center. In the case of emergency or unusual event, all employees of the Contractor located on-site shall be subject to direction of the Juvenile Detention Center.

#### D 7.1 ADVANCE NOTIFICATION OF RESTRICTED RESIDENT MOVEMENT SITUATIONS

Where practical, the Union County Juvenile Detention Center staff will give the Contractor prior notification of all emergency situations requiring limited and or restricted resident movement. These situations may affect the entire population or any housing unit or portion of a housing unit.

When the emergency situation is limited in size and scope, there will be an effort to serve the standard meal. Where this becomes unreasonable, for whatever reason, the Contractor will serve a special menu, after consultation with the Superintendent.

#### D 7.2 RESTRICTED MOVEMENT, UTILITY OUTAGE SUPPLIES, OTHER EMERGENCY CONDITIONS - CONSUMABLE AND NON-CONSUMABLE

The Contractor shall have on hand, menu items that can be utilized during these situations. Bidders shall supply sample menus with their bid. Contractor shall maintain enough supplies on premises to serve emergency situation meals for up to 7 days and shall have the ability to obtain additional supplies if the emergency situation should last longer in the case of an extended emergency such as the absence of utilities. These supplies shall be rotated on a regular basis to prevent staleness. These supplies shall be stored in a separate area and shall be marked with the proper designations.

#### D 7.3 DISTRIBUTION AND SERVICE OF MEALS DURING RESTRICTED MOVEMENT, UTILITY OUTAGE SUPPLIES, OTHER EMERGENCY CONDITIONS

Meals shall be prepared and proportioned by Contractor's personnel during an emergency condition. The Contractor' staff shall transport meals to living units with Union County Juvenile Detention Center staff providing protection. Return of all dietary equipment shall be by the Contractor. Operations, supervision and sanitation of the dietary areas shall be the responsibility of the Contractor.

#### D 7.4 CONTRACTOR PERFORMANCE DURING RESTRICTED MOVEMENT, UTILITY OUTAGE SUPPLIES, OTHER EMERGENCY CONDITIONS

The Contractor shall remain responsible for providing dietary services in the event of work stoppage or slow-down by Contractor personnel or in the event of kitchen closing by the Health Department. The above mentioned shall not be considered grounds for relief from performance of service as agreed to in this Contract.

Contractor and its employees shall cross picket lines and provide services contracted for during any work action or strike, to the extent permitted by law, including the National Labor Relations Act and any similar State Law. In the event of a County labor dispute that affects the delivery of services hereunder, Contractor may submit a claim for additional costs incurred in providing food service. Such claim shall be submitted to the Superintendent of the Juvenile Detention Center.

These procedures shall also be followed when other emergencies not related to work action occur.

## D 7.6 CONTRACTOR PERFORMANCE - HEALTH DEPARTMENT

The Contractor shall maintain a "Satisfactory" rating from the local Health Department at all times. In the event that "Conditional" or "Unsatisfactory" inspection ratings are imposed the Contractor will remain responsible for providing all aspects of the dietary service as outlined in these specifications (as per paragraph 7.5).

In the event that a "Conditional" or "Unsatisfactory" rating is imposed due to the actions or inactions of the Contractor, the County reserves the right not to pay for meals served while the "Conditional or Unsatisfactory" ratings is in place.

## D 8.0 PERSONNEL, EMPLOYMENT PRACTICES, STAFFING AND SCHEDULES

### D 8.1 PROVISION OF MANAGEMENT STAFF

The Contractor shall provide all management staff for complete operation of food services at all facilities of the Union County Juvenile Detention Center. The Contractor shall provide sufficient staff to provide the preparation and the manual food service for the residents and staff including the following:

1. Preparation of meals.
2. Serving of meals
3. Receiving materials and sanitation operations.

Contractor shall provide adequate management and supervision for 365 days per year and 366 days per year during a Leap Year, on a schedule to be approved by the Union County Juvenile Detention Center. The contractor shall have employees on duty at the Juvenile Detention Center daily to accommodate all meals and snacks.

The resident Food Service Manager shall be on duty 40 hours per week. In the absence of the Food Service Manager, another kitchen staff member shall be designated by the contractor as being in charge of the kitchen. The name of that individual shall be provided to the Superintendent. Also, the Food Service Manager shall be on-call twenty-four hours per day in order to provide administrative backup for on-duty contractor staff and for the purpose of contact by the County Officials.

The Contractor shall recruit and maintain a staff of at least four (4) full time (or full time equivalent) employees in addition to the Food Service Manager. All positions must be filled throughout the entire contract period. Any vacancy that develops will be filled as soon as possible and no vacancy will be allowed to exist beyond thirty (30) days. The County reserves the right to deduct the cost of vacant positions from the contractor's fees. The level of four (4) staff members is a minimum to be maintained by the Contractor. The Contractor remains responsible for all aspects of the food service and must maintain as many staff members as necessary for delivery of the food service described in these specifications.

#### D 8.1A

The vendor must provide written statement formally disavowing any and all "non-compete" staff policies or requirements, or other such policies which deter employees from continuing employment at the County sites should the vendor not win subsequent awards of this service.

### D 8.2 QUALIFICATIONS OF MANAGEMENT, STAFF AND OTHER EMPLOYEES

The Contractor shall provide a trained Food Service Manager with experience in similar institutions. Employment of the Manager and all other employees of the Contractor at any and all Union County Facilities

shall be subject to review and approval by the Union County Juvenile Detention Center. The successful bidder shall include with this bid, the resume of the Food Service Manager who will be involved with any and all Union County Facilities. The resume shall detail qualifications and prior work experience of all aforementioned personnel.

The Administration of the Union County Juvenile Detention Center reserves the right to approve the selected Food Service Manager provided by the Contractor and to require the removal and/or replacement of any employee(s) of the Contractor with just cause.

The County may conduct a background investigation of the Contractor's prospective employees prior to employment, and further, reserves the right to conduct a background investigation of Contractor's employees at any time and to bar such employees from the building when appropriate. All costs of such checks are to be borne by the Contractor. The Contractor is free to recover the costs of these checks from their employees.

### D 8.3 FOOD SERVICE MANAGER

The Contractor's resident food service manager and the district or unit manager(s) assigned to the Union County Juvenile Detention Center shall be selected with prior approval of the Union County Juvenile Detention Center. The individuals selected for these positions shall remain at the Union County Facilities for a minimum of one (1) year and as long thereafter as their performances are acceptable to the Union County Juvenile Detention Center. The food service manager and district or unit manager(s) assigned to the Union County Facilities shall not be changed more than once per year unless mutually agreed upon by the Union County Juvenile Detention Center and not without thirty (30) days advance notice and replacement selection made which is acceptable to and mutually agreed upon the Union County Juvenile Detention Center. These positions shall not remain unfilled for a period to exceed thirty (30) days. The Contractor shall consult with the Union County Juvenile Detention Center regarding all transfers of individual food directors prior to announcing the transfer to the selected individual. The Union County Juvenile Detention Center shall carefully weigh the advantages that transfer may have for the individual when making judgment on transfer denial or delay. The Juvenile Detention Center shall be notified in advance of the replacement of a district or unit manager.

### D 8.4 PHYSICAL EXAMINATION

Employees of the Contractor must undergo an initial physical examination before commencing work which will include the following:

Special inspection of skin, nails and mucous membranes; VDRL;  
Chest X-Ray, 14" x 17" (not mini-chest); stool examination for  
ova parasite, and culture; SGOT, SGPT and MAN TOUX.

In addition, these employees must undergo an annual physical examination that will include the same elements as covered in the initial examination.

All physical examinations shall be at Contractor's expense and proof of compliance will be maintained by Contractor and submitted to the Superintendent of the Juvenile Detention Center or his designee.

For Employees of the Contractor who must undergo Psychological Testing prior to Employment, these Psychological Tests will be scheduled through the Juvenile Detention Center and the costs are to be borne by the Contractor.

## D 8.5 POLICIES PROCEDURES

All employees of the Contractor shall be obligated to adhere to the policies and procedures of the Union County Department Juvenile Detention Center.

## D 9.0 TRAINING AND ORIENTATION OF EMPLOYEES

The Contractor shall insure that all Contractors' staff are trained regarding the policies and procedures, rules and regulations of all facilities of the Union County Juvenile Detention Center.

### D 9.1 ORIENTATION OF NEW EMPLOYEES

Orientation of new employees shall be the responsibility of the Contractor.

The Contractor shall distribute a written job description to each member of the Contractor's staff that clearly delineates his/her assigned responsibilities. All bidders shall provide said job descriptions to the Union County Purchasing Department along with the bid proposal. Throughout the length of the contract the Contractor will provide current job descriptions to the Superintendent of the Juvenile Detention Center.

All staff provided by the Contractor shall be required to attend a Union County orientation program prior to commencing employment. Scheduling the orientation of these employees with the Juvenile Detention staff will be the responsibility of the Contractor.

### D 9.2 IN-SERVICE TRAINING - STAFF

The Contractor shall provide health education training for food service workers. The training program shall cover as follows:

- 1) All aspects of food handling, including contamination of bacteria, chemicals, insects, rodents and parasites proper sanitation procedures and relevant laws.
- 2) Training shall consist of three (3) to four (4) hour training and shall be provided by the vendor.
- 3.) The Contractor shall ensure that all food service staff meets the state mandated minimum of 24 hours of training annually. The training shall be coordinated through the Juvenile Detention Center's Training Officer.

### D 9.3 COORDINATION AND COOPERATION WITH COUNTY FOOD SERVICE TRAINING PROGRAMS

Should the Juvenile Detention Center operate food services vocational training programs in conjunction with the County's Vocational and Technical High Schools or any other Vocational Training provider, the contractor will be responsible to fully support these training programs and any other which may be initiated.

## D 10.0 MENUS

The Contractor shall meet all technical requirements as specified in these paragraphs (D 10.0 - D 10.19). Failure to meet these requirements shall result in rejection of the bid.

Said technical requirements shall be considered as minimum requirements.

#### D 10.1 PRE-MEAL PREPARATION

Contractor shall be responsible for preparation/set-up of serving locations and tables prior to meal as may be required by the food delivery system used.

All final preparation shall be done not more than two and one half (2.5) hours prior to serving time for the meal.

All vegetables must be cooked the same day they are to be served.

No food shall be prepared more than one day before serving, unless it is a commercially prepared frozen food.

Leftovers shall be labeled and dated as to date of preparation and shall not be stored more than three days in the refrigerator.

#### D 10.2 NUTRITIONAL QUALITIES OF MEALS

All RDA requirements in this bid specifications shall be determined by most current information available from the Food and Nutrition Board, National Academy of Sciences - National Research Board. In the event of a discrepancy between requirements in this bid specification and requirements of the National Research Board, the requirements specifying the greater nutritional value shall hold.

Requirements for all of the Juvenile Facilities shall be determined as specified by the Manual of Standards for Juvenile Detention Facilities and the US Department of Education Nutritional Standards for School Nutrition Programs.

The Contractor shall provide well-balanced meals that provide caloric values of a minimum of 3,700 calories per day for both males and females. Daily protein consumption shall be a minimum of 65 grams of high biological value (HBV) protein consumed at the rate of 19 HBV grams for breakfast, 23 HBV grams for lunch, and 23HBV grams for dinner.

#### D 10.3 CERTIFICATION OF NUTRITIONAL ADEQUACY

All menus shall be reviewed and certified as to nutritional adequacy and compliance with specifications by a registered-certified dietician provided by the Contractor to meet the requirements contained in menu specifications. The successful bidder shall provide a nutrient analysis and cooked weight (volume) for each serving size portion, and recipes for every menu item.

Where combination foods are on the menu, the Contractor shall submit the recipe providing the list of ingredients and their quantities; also, the number of servings and the size of each serving.

Seasonal or other changes to this menu may be considered, providing they meet all other specifications included herein and are agreed to by the Superintendent or his designee in advance.

#### D 10.4 INSPECTION OF KITCHEN FACILITIES AND FOOD

The Union County Juvenile Detention Center, may at any time, inspect the food items or meals, the food storage areas, food preparation areas, serving areas, test food or material to determine compliance with the specification or in the approved menu.

## D 10.5 HEALTH STANDARDS AND CLEANLINESS

The Contractor shall meet Union County and the City of Linden Health Department standards and all applicable New Jersey State Health regulations, including those for cleanliness, at all times. It is the Contractor's daily responsibility to keep the entire interior of the kitchen, staff dining room, all equipment, storage rooms, trash area and individual serving areas (including exterior and interior doors and windows and all areas designated as the responsibility of the Contractor), clean and in a sanitary condition to preclude any infestation by vermin, insects or rodents. Contractor shall be responsible for cleaning up any areas outside the kitchen where the Contractor spills food or trash. The Contractor shall develop and maintain a cleaning schedule showing work completion dates for cleaning all equipment, including walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers as a record for compliance with these requirements. Daily, weekly, and monthly sanitation reports shall be submitted to the Administrator of the Juvenile Detention Center.

## D 10.6 POLICIES AND PROCEDURE MANUAL

Contractor shall provide a policies and procedure manual covering kitchen staff orientation and training, food preparation, nutrition, food storage, sanitation, equipment, supplies and ordering procedures.

## D 10.7 MENU VARIETY

The Contractor shall provide meals of sufficient variety to include regional considerations for the resident population. The Contractor's menu cycle shall be changed seasonally to reflect availability of seasonal foods, traditional holiday menus, heavier foods during the colder weather and light, cool and crisp foods during the warmer weather. Good color contrast is required to provide eye-appealing combinations and the avoidance of repetitious serving must be observed. Menus shall be established so as to maximize the advantage of the U.S.D.A. commodities to be purchased per this contract.

## D 10.8 STAFF MEALS

In addition to breakfast, lunch and dinner as per the standard menu, the Contractor shall prepare and serve a balanced night meal for staff each day at the time designated in these specifications. The staff night meal shall consist of the same foods as served residents for the dinner meal, in accordance with the overall policy that regular staff meals shall be the same menus as the resident meals. Additionally, during lunch and dinner, the staff shall have the option of selecting cold cuts and condiments for sandwiches and a salad bar. The salad bar and cold cuts for the Juvenile Detention Center staff shall be set up in the staff dining area shall be refreshed at least once during the lunch and dinner periods. The Contractor shall be responsible for providing whatever equipment is necessary for this provision.

## D 10.9 ACCOMMODATIONS OF RELIGIOUS DIETARY LAWS

No Pork, or Pork products, shell seafood or shell type seafood products shall be used in the food services provided under this contract. Menus shall be provided to accommodate religious holidays, i.e. Ramadan, Passover and the Lenten Season. Sample menu must show substitutes for religious diets and shall be submitted with the bid proposal. Failure to do so shall result in the rejection of the bid.

## D 10.10 SPECIAL DIETS/DIET MANUALS - MEDICAL AND RELIGIOUS

Medical diet meals, such as diabetic meals, will be required and shall be prepared by Contractor as ordered by medical staff on an as needed basis. The Superintendent of the Juvenile Detention Center may also request non-medical special diets. Contractor shall consult with its own dietician or Food Service consultants to insure that appropriate diet requirements are met. Contractor shall not be required to furnish any special diet that requires

continual on-site supervision by a dietician or nutritional specialist. On-site, the Contractor must maintain an up-to-date regular and medical diet manual. The diets to be covered include liquid, low sodium, low fat, caloric restricted, diabetic, soft-bland diets and others as required. If the physician designates an individual as being lactose intolerant, the contractor shall provide beverage alternatives to milk.

#### D 10.11 MEDICAL DIETS

The bidder shall provide, with the proposal, an outline of his preparation, distribution and documentation procedures for medical diets to be provided within the facilities of the Union County Juvenile Detention Center. These types of menus include but are not limited to: liquid diets, allergen diets, diabetic diets, pregnancy/gestation diets, etc. The Contractor shall prepare and serve all medical diets and shall insure that the menu prepared is in compliance with the Union County Juvenile Detention Center physicians' orders.

Where possible, the menu of the day shall be modified to accommodate medical diets. When this is not feasible, medical diets shall be prepared separately.

With respect to substance allergies, upon learning of a resident with a food or substance allergy, the County will notify the Contractor of which foods or substances have caused the reaction. The Contractor will immediately take all steps necessary to avoid the use of or any contact with the said substance.

Medical diets shall be served during normal hours in the manner specified by the physician. Arrangements shall be made to provide meals beyond the scheduled meals hours, when so ordered by the physician. The Contractor shall maintain complete records showing which residents are to be provided medical diets, content of the diet and whether the receives his prescribed meal.

Copies shall be submitted to the Juvenile Detention Superintendent on a weekly basis. The Medical Department shall provide documentation of physician's verbal orders within 24 hours.

Failure to submit aforementioned outlined shall result in rejection of the bid.

#### D 10.13 PROPOSED MENU CYCLE

The Contractor shall provide Union County with their proposed menu cycle for the first four (4) weeks of service. Changes shall subsequently be submitted for review and approval to the Superintendent of the Juvenile Detention Center one (1) week prior to the effective date of the next menu cycle. Included with the menu submitted shall be the certification by the dietician, complete nutritional analysis and cooked weight portion size for each item of the specified menu for each meal as required in these specifications. Any change of the menu after the approval of the Administration of Union County Juvenile Detention Center must be submitted in writing to the Superintendent of the Juvenile Detention Center, no later than the business day prior to the substitution. Contractor shall indicate reason for substitution and future actions to be taken to reduce or eliminate the need for additional substitutions.

No substitutions can be requested after this time. In the event that an emergency substitution becomes necessary, the only allowable main course meal substitute will be cooked eggs for the breakfast meal and a six (6) oz. cooked weight minute steak for lunch and dinner meals.

The Contractor will be required to maintain a sufficient stock of frozen minute steaks and eggs at all times to permit such unapproved emergency situations.

In all cases where such an unauthorized substitution is made (whether for all meals served or for any number of substitute meals served) by the Contractor a written report will be submitted to the Superintendent during the

day of the substitution. Said report will document the reason for the substitution, the number of substitute meals served, the menu of the substitute meals served, the location of substitute meals served and steps the contractor will take to prevent future substitutions.

A four (4) week sample menu is attached and all bidders shall submit a sample four (4) week menu cycle with their bids. Further, the menus for sack lunches, medical diets, special meals, barbecue meals, and religious meals, shall be included with the bid.

Contractor shall submit subsequent four (4) week menu cycles to the Superintendent one (1) week prior to the beginning of the next cycle. Menu shall cover all details as stated above.

#### D 10.14 SPECIFICATIONS FOR ALL RAW FOOD

The Contractor shall insure that all raw food used for meals shall meet the following specifications:

Beef, veal, lamb - U.S.D.A. Choice

Poultry - U.S.D.A. Grade A No. 1

Eggs and dairy products - U.S.D.A. Grade A

Frozen Foods - U.S.D.A. Grade A

Fresh Produce - No. 1

Fresh Fruit - Grade A Large, Apples, Pears and Oranges must be 113 count as a minimum size.

In addition, ground meat shall contain no more than 20 percent fat content and no more than 5 percent textured vegetable protein.

#### D 10.15 BREAKFAST

The Contractor shall prepare and serve a balanced breakfast each day at the time designated in these specifications. Breakfast shall consist of such foods as fruit or juice, cereal, eggs and meat. Seven (7) times per week, bread, butter or margarine, unlimited milk of choice and choice of an additional beverage shall be served. The food shall be rotated to provide a variety and in sufficient quantity and quality to satisfy the needs of designated persons taking said meal. Breakfast entree shall consist of 19 HBV grams of protein. Hot breakfasts shall be served at least four days per week. All breakfasts shall include unlimited portions of bread, rolls, bagels or equal.

The Contractor shall prepare and serve a balanced breakfast that shall appeal to the youthful tastes of the resident in accordance to the specifications of this proposal including at least four cooked breakfast meals per week, as well as a cold cereal alternative. The contractor shall note that breakfast must include 100% fruit juices rather than fruit and that the contractor will provide unlimited quantities of cold cereals. For additional requirements of The Juvenile Facilities, refer to section D 10.20.

#### D 10.16 LUNCH/DINNER MEALS

The Contractor shall prepare and serve balanced meals each day at the time designated in these specifications. The lunch and dinner meals shall consist of the following foods: entree of high biological quality protein, two (2) cooked vegetables or vegetable substitute, dessert, bread, salad and dressing, soup, butter or margarine, unlimited milk with choice and choice of cold drink or other beverage. Unlimited quantities of salads, soups, bread, butter or margarine will be available at all lunch and dinners. Seconds must be made available at all meals.

The State standards for Juvenile Facilities require the Contractor to provide 24-hour availability of snacks as required for the juveniles. Afternoon and evening snacks will be served daily consisting of a rotated variety of sandwiches, cookies or cake, fruit and carton drinks shall be varied throughout the week.

The afternoon snack shall be provided in the dining area and the evening snack will be prepared to be served on the housing units in containers appropriate to hold and store the snack to be eaten later in the evening.

Food items shall be rotated to provide variety in sufficient quantity and quality to satisfy the needs of designated persons taking this meal. Lunch and dinner entrees shall consist of 23 grams of HBV protein for the population and protein requirements for juvenile shall meet the specifications stated in this proposal.

The contractor shall also provide a rotation of salad dressings in order to provide variety. In addition, unlimited amounts of condiments shall be made available at each sitting; these are to include sugar, salt, pepper, hot sauce, etc.

The contractor shall prepare and serve a lunch and dinner that shall appeal to the youthful taste of the juvenile residents (Cheese steaks, Pizza etc.), in accordance with the specifications of this bid and in consultation with designated Youth Service Staff. Artificial cheese is not acceptable in the juvenile facilities.

For additional requirements of the Juvenile Facilities, refer to section D 10.20.

#### D 10.17 HOLIDAY MEALS/SPECIAL MEALS

The contractor shall provide special meals once each month related either to a specified holiday or a special ethnic or culinary theme. In all cases, the meals shall feature two (2) entrees to be provided to each resident.

Each person shall receive at least four (4) ounces of each entree served to consist of a total of eight (8) ounces for the meal. For the traditional winter holidays, Thanksgiving, Christmas, New Years Day and Easter, two (2) entrees shall be provided to each resident to consist of turkey and roast beef. For the summer holidays, Memorial Day, Fourth of July and Labor Day, the holiday menu shall consist of two (2) entrees for each resident to consist of either barbecue beef or barbecue chicken. In the other months, February, either March or April (to alternate with Easter) June, August, and October, the special meal shall feature special themes such as ethnic foods (Hispanic, American Southern, Hawaiian, etc.) or new trends in foods. In such cases these shall be one novel entree and one more traditional entree.

On occasion, a special luncheon consisting of the same day's menu or a special menu indicated by the Superintendent shall be necessary.

The Contractor shall provide appropriate food items for a barbecue as requested. These meals shall be part of the regular meal count. The days and times of these barbecues shall be set by the Superintendent and given to the Contractor not less than 3 days before the mealtime. In the event of inclement weather the Contractor shall be prepared to serve and cook indoors or provide an alternate meal. The Contractor shall set the menu for these barbecues and submit them to the Superintendent for approval 24 hours prior to the meal is prepared.

#### D 10.18 SACK (BAG) LUNCHESES

The Contractor shall prepare sack (bag) lunches for both male and female residents including juvenile residents, who are scheduled for court as well as staff assigned to watch them. The sack (bag) lunch for both males and females shall consist of two (2) sandwiches containing a minimum of 23 grams of HBV protein each, a piece of fruit, a dessert, one package of potato chips or other similar item and a beverage, (8 ounces of beverage in a carton(s)), plus individual packets of condiments such as mustard, catsup or mayonnaise. The Contractor shall vary the type of meat and other similar items in the sandwiches to avoid repetition. Additionally, bag lunches for the juveniles will also meet the applicable standards stated in these specifications elsewhere. Bidders shall

submit a sample menu for sack (bag) lunches covering a period of one week. Failure to do so shall result in the rejection of the bid. These meals shall be prepared in time for transportation each day court is scheduled. The Contractor shall consult with the Detention Center staff each day for the number of these meals required. These meals shall be part of the daily meal count.

#### D 10.19 SNACKS

The Contractor shall provide snacks for staff training sessions, special events and meetings.

The contractor shall be responsible for keeping the staff dining areas, staff lounge and staff administrative office areas supplied with coffee and tea as well as cold drinks in the designated staff areas at all hours in order to provide beverages to the staff for breaks. Milk and half & half, sugar, sugar substitute, napkins, stirrers, cups and all support materials will be supplied by the Contractor.

Snacks shall consist of donuts, cookies, pudding, fruit, ice cream, cold cuts, cold cereal, and similar items as required.

The Contractor shall make provisions for occasional special snacks to be served to “Honor Residents, Detail Residents and Unit of the Week Residents”. The Superintendent will determine the dates and times. This snack shall consist of a hot food not normally found on the regular menu (i.e. cheese steaks, meatball subs, chicken parmesan, subs, etc.). In addition, they shall provide popcorn, ice cream, and soda or equal. Residents eligible for this snack shall be transported to the dining room service. The snacks served to the residents should take into account the age and interest of youth. In addition, sufficient quantity should be provided to allow for the dietary needs and higher calorie requirements of older adolescents.

#### D 10.20 MEALS FOR NEW ADMISSIONS

New Jersey State law requires that all new admissions be provided with the opportunity to have something to eat and drink upon admission without regard for time of day. The Contractor shall make provisions to keep these meals on hand and keep these meals stored in the small kitchen located off of the residents’ dining area. The menu for these meals is to be approved by the Superintendent and the meals are to be rotated to prevent staleness. Milk is to be provided and the Contractor will take measures to ensure freshness.

#### D 10.21 ADDITIONAL REQUIREMENTS FOR ALL MEALS

Residents shall be provided with as many servings of all food items as they desire, as per NJ State Standard. Note: That milk shall be provided by the contractor with the snack, as well as at each meal.

Milk shall be provided to residents each day at all meals and at all times for staff and guests. Whole fresh fruit shall be served for dessert no more or less than two (2) times per week.

The Contractor shall provide unlimited servings of soups (when on menu), salads (when on menu), bread and butter or margarine at each meal.

In addition to dietary requirements, the Contractor shall provide high quality food items. Should it be determined by Detention Staff that a specific food item is not being consumed by the residents due to poor quality, a conference between the food service vendor and Detention Staff will be held to discuss a suitable replacement. Once this determination is made, the rejected item will not be served within the Center.

**D 11.0 AFTER MEAL CLEAN-UP**

After meals are concluded, Contractor shall remove food carts, trays, dishes and utensils from the serving areas and return them to the kitchen, or properly store them at the serving areas.

Contractor shall clean the kitchen, dining rooms that are not an integral part of the living units, and pantries used by Contractor following the serving of each meal. All pots and pans, dishes, utensils and flatware are to be washed at a temperature of from 140 F to 160 F. Final rinse temperature is to be 180 F or a sanitizing agent is to be used.

All work areas, worktables, sinks, stoves, ovens and mixers must be washed and sanitized after each usage.

The Contractor shall remove trash and garbage from units, pantries and all other areas served by the Contractor within one hour after completion of food service. The Contractor shall remove all trash and garbage to the Detention Center’s trash site, to be stored in impervious containers, and the trash site kept clean.

All large equipment, including walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers must be washed and sanitized at least once a week.

**D 12.0 AVAILABILITY OF DIETICIAN**

The Food Service Manager shall have a dietician available at least once each week and said dietician shall calculate those medical diets ordered and not covered by the manual. Dietician shall be ADA Certified and said dietician's resume and ADA number shall be included with bid documents. Failure to do so shall result in the rejection of the bid.

**D 13.0 MEAL SERVICE**

**D 13.1 HOURS OF SERVICE - RESIDENT MEALS**

<u>BREAKFAST – MON-FRI</u>	<u>BEGIN</u>		<u>CONCLUDE</u>
Juvenile Detention	7:00 a.m.	to	8:30 a.m.
WEEKENDS & HOLIDAYS	8:30 a.m.	to	10:00 a.m.

**LUNCH - EVERY DAY**

Juvenile Detention	11:40 a.m.	to	1:10 p.m.
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**DINNER - EVERY DAY**

Juvenile Detention	4:30 p.m.	to	6:00 p.m.
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This schedule is subject to change upon written notification from the Superintendent of Juvenile Detention. The Contractor shall be responsible for serving during these stated periods. Although it is recognized that on rare occasions circumstances may arise which will delay such service, on such occasions the Contractor shall be responsible to verbally notify the institution in advance (where possible) and, in each instance, Contractor shall submit a written report to the Superintendent after the fact detailing the cause(s) for the breach of schedule and Contractor shall indicate that remedial action(s) shall be taken to prevent delay of meal service in the future.

Variation from the staff and resident meal schedules (late meals) is very disruptive to the institution's programming schedule. **Timely meal service is absolutely required.** Where the Contractor demonstrates problems with late meals the County reserves the right to refuse payment for meals when staff and/or resident meals are not served within the stated schedules.

The provision of D 13.1 regarding problems with late meals pertains equally to staff meals. The Contractor shall ensure that staff always be given ample time to dine.

### **D 13.3 SERVING MEALS**

Contractor shall provide equipment and supplies for serving meals that are approved by the Superintendent.

The Contractor will supply the Juvenile Detention Center with disposable plates, cups, flatware, napkins, etc. for all meals when meals cannot be served in the cafeteria.

Contractor shall provide sectioned thermal trays for meal service. Said trays shall be used to serve residents on an individual basis. Contractor shall provide the vehicle or mechanism to distribute trays to all eating areas. Contractor will be asked to serve individual housing units, dining room facilities, staff areas and outside eating areas. Contractor shall have the ability to provide these various types of service with a minimum of 24 hours notice.

In addition to the above, contractor shall provide mobile tray drying and storage racks, stacking delivery carts, wash racks, temperature probe (needle), insulated bulk food carriers to hold 6" deep pans (full or half size), webbed belts, (144"), entree dishes, side dishes, dessert dishes, juice cups and juice cup lids.

Contractor shall supply the above materials in sufficient quantities to serve the numbers of meals as described in paragraph D 14.0.

Contractor shall provide a method of determining ways to delineate those special diet meals for residents and staff. Meal shall be marked with clear and obvious markings so that the person taking the meal shall know that his/her special dietary needs are being fulfilled.

NOTE: That the carriers used by the contractor to transport food, trash and any other items through the institution must have wheels that will not damage (scuff, scratch, cut, etc.), the institutional flooring. The Contractor will be responsible for the cost or repair and/or replacement of flooring damaged by their staff and/or equipment.

### **D 13.4 SERVING TEMPERATURES OF FOOD**

Meals shall be served at a minimum of 140F for hot foods and maximum of 40F for cold foods. Vendor shall be prepared to serve at these temperatures to all satellite, custody and infirmary units.

### **D 14.0 MEAL COUNTS - RESIDENTS, STAFF AND GUESTS**

From a historical basis, the County believes the average daily population will be within a range of 40 to 50 residents plus approximately 44 staff members. This number shall be the basis for the bid. The numbers are provided as a guide to preparing the bid proposal and shall not be construed as a guarantee on actual business. The costs of the meals shall be based upon meals served at each sitting and not upon the daily census.

Bid Price:

Unit price of meal cost: \$ \_\_\_\_\_ [based upon 35-50 residents plus 44 staff]

Surcharge if number of meals fall below 35: + \_\_\_\_\_ %

Discount if number of meals exceed 45: - \_\_\_\_\_ %

There is neither a maximum nor a minimum guaranteed number of meals. Staff at the Juvenile Detention Center shall be responsible for giving an accurate count of meals to be served by the Contractor at each mealtime.

#### D 14.1 DETERMINATION OF SUFFICIENT MEAL QUANTITIES

The Contractor shall be responsible for determining the appropriate number of meals to be prepared. The Contractor shall provide sufficient meals for all residents, staff, and guests approved by the Union County Department Juvenile Detention Center who wish to eat according to the approved menu schedule. Failure to serve the approved menu is very disruptive to the operation Juvenile Detention Center and as a result, running out of the approved menu items cannot be accepted. If the Contractor runs out of the approved menu items, substitute food items must be served as per the provisions of paragraph D 10.13 regarding emergency menu substitutions.

#### D 14.2 SERVICE TO ALL MEAL SERVICE LOCATIONS

The Contractor shall be responsible for serving all residents, staff and guests in the locations designated by the Superintendent of the Juvenile Detention Center including satellite operations such as segregation units, behavioral modification units, court waiting rooms and units which may be constructed in the future.

Except in extraordinary circumstances, all food is to be cooked and prepared in the Juvenile Detention Center. It is to be plated there and delivery and serving in a timely manner using the schedule in section: 13.0. Meals prepared, bagged and marked for use at other venues (i.e. court) is to be prepared using the same schedule.

#### D 15.0 MANAGEMENT REVIEW MEETINGS

In order to establish and maintain the level of management anticipated in these specifications management meetings will be held with the on-site food service manager at least monthly. The Contractor's resident manager and assistant shall attend. Monthly, the Contractor's district or area supervisor shall attend. The Superintendent and designee, and other County Officials shall attend. At least quarterly, the Contractor's manager immediately above the district manager shall also attend.

These meetings will include submission and review of contractor's monthly reports:

- an overview of operations (especially sanitation, menu compliance, schedule compliance, use of NJ Department of Agriculture distributions and County Agricultural produce)
- review of the Quality Assurance Plan report,
- problem identification and resolution,
- any and all other pertinent items and business.

## D 16.0 REQUIRED RECORD KEEPING

The Contractor shall maintain the following records that shall be made available to the Union County Juvenile Detention Center at the request of the Superintendent or his designee. Wherever possible the Contractor will prepare the actual reports required by other agencies.

- A current staffing chart and work schedule for all employees.
- Daily records documenting the testing of serving areas, foods, temperatures of foods, refrigeration and food service, and sanitation and any other records necessary to meet health care standards shall be submitted by the following day to the Superintendent of the Center.
- On a weekly basis, the proposed menu for the subsequent week shall be prepared by the Contractor and shall show the foods that shall be served at each meal in order that said menu can be distributed to staff and resident population. This proposed menu shall be submitted on or before Thursday for the following week.
- Maintain for 24 hours a sample meal of each meal served.
- Record keeping requirements as stated in the New Jersey Department of Education Division of Finance Record Keeping Manual, National School lunch, School Breakfast and Special Milk Programs.
- Security and Incident Reports.

## D 17.0 INTERRUPTION OF FOOD SERVICE

Contractor shall provide all specified meal service for residents, staff and guests regardless of holidays, weather conditions, work stoppages or any other adverse or emergent condition that shall occur.

If, for any reason, Contractor fails to provide food service, or if the food service is deemed inedible, the County shall obtain the required meal(s) from the most expedient source and Contractor shall be responsible for any and all charges incurred by the County for said food service.

## D 18.0 QUALITY CONTROL PLAN

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy plan shall be submitted the Superintendent or his designee within two (2) weeks prior to start of service and as changes occurs.

The original plan and any future amendments shall include, but not be limited to, the following:

- An inspection system covering all the services required by these specifications.
- The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- A file of all inspections conducted by the Contractor and, where necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract.
- Methods for insuring uninterrupted service in the event of a strike of the Contractor's employees.

## D 19.0 STANDARDS

The Contractor shall assure that all record keeping shall be in compliance with all Federal, State, County and Local Laws where applicable.

The Contractor shall assure that the entire food service operation is in compliance with the Manual of Standards

For New Jersey Juvenile Detention Facilities (see NJAC 10A).

The Contractor shall assure that the entire food service operation is in compliance with all Federal, State, County and Local Laws where applicable.

The Contractor shall assure that the entire food service operation is in compliance with the American Correctional Association Standards for Juvenile Detention Centers.

The Contractor shall assure that the entire food service operation is in compliance with the National Juvenile Detention Association Standards.

#### D 19.1 ITEMS TO BE SUBMITTED WITH VENDOR'S BID

1. Previous related experience in supervising and delivery of Food Service Management as described by Paragraphs D 8.2.
2. Proof of insurance
3. Section(s) of vendor's operations manual regarding security measures as described in Paragraph D 6.2.
4. Sample menu for religious, lockdown medical, 5-week cycle and bag lunch as per paragraphs D 7.2, D 10.10, D 10.12, D 10.13 and D 10.18.
5. Resumes of Food Service Manager to be involved in said Food Service as described in Paragraph D 8.2.
6. Formal outline of the Vocational Training Program in Food Preparation and Health Education as described in Paragraph D 9.3.
7. Five (5) week menu cycle as described in Paragraphs D 10.0 through D 20.0. This shall include all special menus and manuals as required in this section of the bid specifications.
8. Dietician ADA # and resume as per Paragraph D 12.0.
9. Vendor's Policies and Procedures Manual(s).
10. Vendor's Operations Manual(s).
11. Vendor's Quality Control Manual as per Paragraph D 19.0.
12. Job descriptions for all employees.
13. Dietician's resume and ADA number

#### D 19.2 MENU

Bids shall be based on the menu included as Appendix A.

The vendor shall note when any food item listed as a "Pork" product: Bacon, Ham etc., is in fact, a Turkey product: Turkey Bacon, Turkey Ham etc.

#### D 20.0 PAYMENT TO VENDOR

**Payment to Vendor** is to be made within fort-five (45) days after the receipt of Vendor's invoice and a signed County voucher attesting to the delivery of the goods and services by some officer or duly designated employee of the using County entity and after approval of the appropriate Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity.

#### **Contact Information:**

Diana Youst, Superintendent  
Union County Juvenile Detention Center  
1075 Edward Street  
Linden, NJ 07036  
908-523-1583  
[dyoust@ucnj.org](mailto:dyoust@ucnj.org)

# D 21.0 SAMPLE FOUR (4) WEEK MENU

## UNION COUNTY, NJ DRAFT JUVENILE MENU

Weekly average 3700 calories per day

Week: **1**

**THURSDAY**

**Meal Name: Breakfast**

	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY
100% Juice (4 oz)	1 each	1 each	1 each	1 each	1 each	1 each
Whole Grain Sweetened Oatmeal	1/2 cup	1/2 cup	1 cup	1 cup	1 cup	1/2 cup
Whole Wheat Bread	1 slice	1 slice	3 oz	2 slices	2 slices	1 slice
Jelly, pc	1 packet	1 packet	1 slice	2 fl oz	1 slice	1 slice
Fruit (1/2 cup equivalent)	1 portion	1 packet	1 packet	1 packet	1 packet	1 packet
Milk-Student Choice (Half Pint)	1 each	1 portion	1 portion	1 each	1 each	1 portion
Milk-Student Choice (Half Pint)	1 each	1 portion	1 portion	1 each	1 each	1 portion
Sugar	2 packet	2 packet	2 packet	2 packet	2 packet	2 packet

**Meal Name: Lunch**

Roast Turkey	4 oz	T. Ham	4 oz	Roast Turkey	4 oz	Baked Chicken 1/4
Mashed Potatoes	1/2 cup	Mashed Potatoes	1/2 cup	Mashed Potatoes	1/2 cup	Whole Grain Spaghetti w/Italian Sauce (2.5 MMY)
Gravy LF	2 fl oz	Gravy LF	2 fl oz	Gravy LF	2 fl oz	Carrots LF
Syrup LF	1/2 cup	Syrup LF	1/2 cup	Syrup LF	1/2 cup	Garden Salad
Whole Wheat Bread	1 slice	Whole Wheat Bread	1 slice	Whole Wheat Bread	1 slice	Salad Dressing LF
Fruit (1/2 cup equivalent)	1 each	Fruit (1/2 cup equivalent)	1 each	Fruit (1/2 cup equivalent)	1 each	Whole Wheat Bread
Milk-Student Choice (Half Pint)	1 each	Milk-Student Choice (Half Pint)	1 each	Milk-Student Choice (Half Pint)	1 each	Fruit (1/2 cup equivalent)
Milk-Student Choice (Half Pint)	1 each	Milk-Student Choice (Half Pint)	1 each	Milk-Student Choice (Half Pint)	1 each	Milk-Student Choice (Half Pint)

**Meal Name: Dinner**

Home-style Center Loaf*	6 oz	Baked Chicken 1/4	6 oz	Crispy Chicken Pasty (3 oz each)	6 oz	Crispy Chicken Pasty (3 oz each)
Mashed Potatoes w/ Gravy (2 oz)	1 cup	Mashed Potatoes w/ Gravy (2 oz)	1 cup	Mashed Potatoes	1 cup	Spaghetti w/ Tomato Sauce
Green Beans	1/2 cup	Mixed Vegetables	1/2 cup	Mixed Vegetables	1/2 cup	Green Beans
Garden Salad	1/2 cup	Garden Salad	1/2 cup	Garden Salad	1/2 cup	Garden Salad
Salad Dressing LF	1/2 fl oz	Salad Dressing LF	1/2 fl oz	Salad Dressing LF	1/2 fl oz	Salad Dressing LF
Enriched Bread w/ 1 oz Margarine	1/2 fl oz	Enriched Bread w/ 1 oz Margarine	1/2 fl oz	Enriched Bread w/ 1 oz Margarine	1/2 fl oz	Enriched Bread w/ 1 oz Margarine
Fresh Eelard Cookie	2 slice	Fresh Eelard Cookie	2 slice	Fresh Eelard Cookie	2 slice	Fudge Brownie
1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)
Sweetened Tea	1 cup	Sweetened Tea	1 cup	Sweetened Tea	1 cup	Sweetened Tea

**Meal Name: Afternoon Snack**

T. Bologna Sandwich (3 oz Bologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Bologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Bologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Bologna & 1 pc mustard)
Fruit Drink (8 oz)	1 carton	Fruit Drink (8 oz)	1 carton	Fruit Drink (8 oz)	1 carton	Fruit Drink (8 oz)

**Meal Name: Evening Snack**

Peanut Butter & Jelly Sandwich (2 T PBJ.5 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PBJ.5 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PBJ.5 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PBJ.5 oz Jelly)
Banana Muffin	1/40 cut	Banana Muffin	1/40 cut	Banana Muffin	1/40 cut	Popcorn
1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)

UNION COUNTY, NJ  
DRAFT JUVENILE MENU

Weekly average 3700 calories per day

Week: 2  
THURSDAY  
Meal Name: Breakfast

FRIDAY

SATURDAY

SUNDAY

MONDAY

TUESDAY

WEDNESDAY

100% Juice (4 oz)	1 each														
Bran Flakes Cereal	1 cup	Whole Grain Sweetened Oatmeal	1/2 cup	Whole Grain Sweetened Oatmeal	1/2 cup	Whole Grain Sweetened Oatmeal	1/2 cup	Whole Grain Sweetened Oatmeal	1/2 cup	Whole Grain Sweetened Oatmeal	1/2 cup	Whole Grain Sweetened Oatmeal	1/2 cup	Whole Grain Sweetened Oatmeal	1/2 cup
Hard Cooked Egg	1 each	Whole Wheat Pancakes	3 o/w	Whole Wheat Bread	1 slice	Whole Wheat French Toast	2 slice								
Whole Wheat Bread	1 slice	Syrup	2 fl oz	Jelly, pc	1 packet	Whole Wheat Bread	1 slice	Whole Wheat Bread	1 slice	Whole Wheat Bread	1 slice	Syrup	2 fl oz	Syrup	2 fl oz
Jelly, pc	1 packet	Fruit (1 @ or 1/2 cup equivalent)	1 portion	Jelly, pc	1 packet	Fruit (1 @ or 1/2 cup equivalent)	1 portion	Jelly, pc	1 packet	Fruit (1 @ or 1/2 cup equivalent)	1 portion	Jelly, pc	1 packet	Fruit (1 @ or 1/2 cup equivalent)	1 portion
Fruit (1 @ or 1/2 cup equivalent)	1 portion	Milk-Student Choice (Half Pint)	1 each	Fruit (1 @ or 1/2 cup equivalent)	1 portion	Milk-Student Choice (Half Pint)	1 each	Fruit (1 @ or 1/2 cup equivalent)	1 portion	Milk-Student Choice (Half Pint)	1 each	Fruit (1 @ or 1/2 cup equivalent)	1 portion	Milk-Student Choice (Half Pint)	1 each
Milk-Student Choice (Half Pint)	1 each	Sugar	3 packets	Milk-Student Choice (Half Pint)	1 each	Sugar	3 packets	Milk-Student Choice (Half Pint)	1 each	Sugar	3 packets	Milk-Student Choice (Half Pint)	1 each	Sugar	3 packets

**Meal Name: Lunch**

Glazed BBQ Pork (3 o/w each)	1 pork	T. Bologna	4 o/w	Beefed Chicken 1/4	2 each	Whole Grain Spinach Rice (2.5 M&M's)	10 o/w	T. Bologna	4 o/w
Beefed Beans	1/2 cup	Mustard	1/2 fl oz	Ketchup Blend Mixed Vegetables LF	1/2 cup	Tartar Sauce	1/2 fl oz	Green Beans LF	1/2 cup
Green Salad	1 cup	Whole Wheat Bread	2 slice	Syrup LF	1/2 cup	Scalloped Potatoes	1 cup	Garden Salad	1 cup
Salad Dressing LF	1/2 fl oz	Pinto Beans LF/LS	1/2 cup	Whole Wheat Bread	2 slice	Pinto Beans LF	1/2 cup	Salad Dressing LF	1/2 fl oz
Green Beans LF	1/2 cup	Carrot Cakes	1 each	Whipped Margarine	1/3 o/w	Fresh Fruit (125 count)	1 each	Whole Wheat Bread	2 slice
Whole Wheat Bread	2 slice	Fresh Fruit (125 count)	1 each	Milk-Student Choice (Half Pint)	1 each	Milk-Student Choice (Half Pint)	1 each	Cottage Fries LF/LS	1 cup
Fresh Fruit (125 count)	1 each	Milk-Student Choice (Half Pint)	1 each	Vegetable Rice Soup	2 cup	Chick'n Nuggets	5 each	Carrots LF	3/4 cup
Milk-Student Choice (Half Pint)	1 each	Vegetable Rice Soup	2 cup	Sloppy Joe (4 oz)	4 o/w	BBQ Sauce	1 fl oz	Fresh Fruit (125 count)	1 each

**Meal Name: Dinner**

Chick'n Cakes w/ Beans (3 o/w 1/2 c beans)	10 o/w	Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w
Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w	Shredded Cheddar Cheese	1 o/w
Rice	1 1/2 cup	Shredded Cheddar Cheese	1 o/w												
Garden Salad	1/2 cup	Shredded Cheddar Cheese	1 o/w												
Salad Dressing LF	1/2 fl oz	Shredded Cheddar Cheese	1 o/w												
Southern Cornbread	1/60 cut	Shredded Cheddar Cheese	1 o/w												
Fresh Seasonal Fruit	1 each	Shredded Cheddar Cheese	1 o/w												
1% Milk (Half Pint)	1 each	Shredded Cheddar Cheese	1 o/w												
Sweetened Tea	1 cup	Shredded Cheddar Cheese	1 o/w												

**Meal Name: Afternoon Snack**

T. Bologna Sandwich (3 oz Lbologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Lbologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Lbologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Lbologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Lbologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Lbologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Lbologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Lbologna & 1 pc mustard)	1 sandwich
Fruit Drink (8 oz)	1 carton														

**Meal Name: Evening Snack**

Peanut Butter & Jelly Sandwich (2 T PBJ 5 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PBJ 5 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PBJ 5 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PBJ 5 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PBJ 5 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PBJ 5 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PBJ 5 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PBJ 5 oz Jelly)	1 sandwich
Banana Muffin	1/40 cut														
1% Milk (Half Pint)	1 each														

UNION COUNTY, NJ  
DRAFT JUVENILE MENU

Weekly average 3700 calories per day

Week: 3

THURSDAY

FRIDAY

SATURDAY

SUNDAY

MONDAY

TUESDAY

WEDNESDAY

Meal Name: Breakfast

100% Juice (4 oz)	1 each	100% Juice (4 oz)	1 each	100% Juice (4 oz)	1 each	100% Juice (4 oz)	1 each	100% Juice (4 oz)	1 each	100% Juice (4 oz)	1 each	100% Juice (4 oz)	1 each
Whole Grain Sweetened Oatmeal	1/2 cup	Toasted Oats Cereal	1 cup	Whole Grain Sweetened Oatmeal	1/2 cup	Whole Grain Sweetened Oatmeal	1/2 cup	Toasted Oats Cereal	1 cup	Whole Grain Sweetened Oatmeal	1/2 cup	Whole Grain Sweetened Oatmeal	1/2 cup
Hard Cooked Egg	1 each	Whole Grain Waffles	2 each	Whole Wheat Bread	3 oz	Whole Wheat Bread	1 slice	Hard Cooked Egg	1 each	Scrambled Eggs	3 oz	Whole Wheat Pancakes	1 each
Whole Wheat Bread	1 slice	Syrup	2 fl oz	Whole Wheat Bread	1 slice	Whole Wheat Bread	1 slice	Whole Wheat Bread	1 slice	Whole Wheat Bread	1 slice	Syrup	2 fl oz
Jelly, pc	1 packet	Fruit (1/2 cup equivalent)	1 portion	Jelly, pc	1 packet	Jelly, pc	1 packet	Jelly, pc	1 packet	Jelly, pc	1 packet	Fruit (1/2 cup equivalent)	1 portion
Fruit (1/2 cup equivalent)	1 portion	1% Milk (Half Pint)	1 each	Fruit (1/2 cup equivalent)	1 portion	Fruit (1/2 cup equivalent)	1 portion	Fruit (1/2 cup equivalent)	1 portion	Fruit (1/2 cup equivalent)	1 portion	1% Milk (Half Pint)	1 each
1% Milk (Half Pint)	1 each	Sugar	2 packet	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	Sugar	2 packet

Meal Name: Lunch

Smoked T. Sausage (3 oz each)	1 each	Crab con Carne w/ Beans (3 oz/ 1/2 c beans)	10 oz	T. Bologna	4 oz	Chicken Quarter	1 each	Turkey	4 oz	Whole Grain Fish Sticks (C14)	4 each	Whole Grain American Groutash (2.5 MMA-1)	12.5 oz
Whole Grain Brown Rice LF	3/4 cup	Spanish Brown Rice LF/LS	1/2 cup	Mustard	1/2 cup	Pasta Potatoes	1 cup	Mustard	1/2 cup	Spaghetti LF	1/2 cup	Carrots LF	1/2 cup
Garden Salad	1 cup	Com LF	1/2 cup	Green Beans LF	1/2 cup	Kettle Blend Mixed Vegetables LF	1/2 cup	Whole Wheat Bread	2 slice	Creamy Colelaw	1/2 cup	Garden Salad	1 cup
Salad Dressing LF	1/2 fl oz	Garden Salad	1 cup	Whole Wheat Bread	2 slice	Peas & Carrots LF	1/2 cup	Baked Beans	1/2 cup	Pinto Beans LF	1/2 cup	Salad Dressing LF	1/2 fl oz
Kettle Blend Mixed Vegetables LF	1/2 cup	Salad Dressing LF	1/2 fl oz	Garden Salad	2 slice	Whole Wheat Bread	2 slice	Garden Salad	1 cup	Whole Wheat Bread	2 slice	Whole Wheat Bread	1 slice
Baked Beans	1/2 cup	Whole Wheat Bread	2 slice	Salad Dressing LF	1/2 fl oz	Fresh Fruit (125 count)	1 each	Salad Dressing LF	1/2 fl oz	Fresh Fruit (125 count)	1 each	Fresh Fruit (125 count)	1 slice
Whole Wheat Bread	1 slice	Fresh Fruit (125 count)	1 each	Fresh Fruit (125 count)	1 each	Milk-Student Choice (Half Pint)	1 each	Fresh Fruit (125 count)	1 each	Milk-Student Choice (Half Pint)	1 each	Milk-Student Choice (Half Pint)	1 each
Fresh Fruit (125 count)	1 each	Milk-Student Choice (Half Pint)	1 each	Milk-Student Choice (Half Pint)	1 each			Milk-Student Choice (Half Pint)	1 each				
Milk-Student Choice (Half Pint)	1 each												

Meal Name: Dinner

Home style Dinner Loaf	6 oz	Crispy Chicken Patty (3 ozw each)	2 patty	Ziti & Italian Sauce (4 oz)	1/2 cup	Smoked T. Sausage (3 oz each)	1 each	Meatballs (1/2 oz each)	6 each	Chicken Nuggets w/ 1/2 oz BBQ Sauce	5 each	Tot-Mex Taco Filling (3 oz)	4 oz
Mashed Potatoes w/ Gravy (2 oz)	1 cup	Pasta Noodles	1 cup	Mixed Vegetables	1/2 cup	Hot Dog Bun	1 each	Spaghetti w/ Tomato Sauce	1 cup	Oven Browned Potatoes	1 cup	Shredded Cheddar Cheese	1 oz
Garden Salad	1 cup	Garden Salad	1/2 cup	Garden Salad	1/2 cup	Rice	1 cup	Carrot Salad	1/2 cup	Corn	1/2 cup	Corn Taco Shell	2 each
Salad Dressing LF	1/2 fl oz	Salad Dressing LF	1/2 fl oz	Salad Dressing LF	1/2 fl oz	Carrots	1/2 cup	Peas	1/2 cup	Garden Salad	1/2 cup	Refined Pinto Beans	1/2 cup
Spanish	1/2 cup	Corn	1/2 cup	Enriched Bread w/ 1 oz Margarine	2 slice	Garden Salad	1/2 cup	Cheddar Cheese	1/2 cup	Salad Dressing LF	1/2 fl oz	Spanish Rice	1 cup
Enriched Bread w/ 1 oz Margarine	2 slice	Enriched Bread w/ 1 oz Margarine	2 slice	Frosted Apple Sauce Cake	1/60 cut	Salad Dressing LF	1/2 fl oz	Fudge Brownie	1/60 cut	Enriched Bread w/ 1 oz Margarine	2 slice	Apple Kettle Cisp	1/2 cup
Apple Spice Bar	1/60 cut	Frosted Pink Cake	1/60 cut	1% Milk (Half Pint)	1 each	Fresh Baked Cookies	2 oz	1% Milk (Half Pint)	1 each	Apple Cobbler	2 slice	1% Milk (Half Pint)	1 each
1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	Sweetened Tea	1 cup	1% Milk (Half Pint)	1 each	Sweetened Tea	1 cup	1% Milk (Half Pint)	1 each	Sweetened Tea	1 cup
Sweetened Tea	1 cup	Sweetened Tea	1 cup			Sweetened Tea	1 cup	Sweetened Tea	1 cup				

Meal Name: Afternoon Snack

T. Bologna Sandwich (3 oz Bologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Bologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Bologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Bologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Bologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Bologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz Bologna & 1 pc mustard)	1 sandwich
Fruit Drink (8 oz)	1 can												

Meal Name: Evening Snack

Peanut Butter & Jelly Sandwich (2 T PB/3 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PB/3 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PB/3 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PB/3 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PB/3 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PB/3 oz Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PB/3 oz Jelly)	1 sandwich
Barley Muffin	1/40 cut	Barley Muffin	2 oz	Barley Muffin	1/40 cut								
1% Milk (Half Pint)	1 each												

**UNION COUNTY, NJ  
DRAFT JUVENILE MENU**

Weekly average 3700 calories per day

**Week: 4**

**THURSDAY**

**Meal Name: Breakfast**

	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY
100% Juice (4 oz)	1 each	1 each	1 each	1 each	1 each	1 each
Toasted Oats Cereal	1 cup	Whole Grain Sweetened Oatmeal 1/2 cup	Whole Grain Sweetened Oatmeal 1/2 cup	Toasted Oats Cereal	Whole Grain Sweetened Oatmeal 1/2 cup	Bran Flakes Cereal 1 cup
Whole Wheat Bread	1 slice	Whole Wheat Bread 2 slices	Whole Wheat Bread 2 slices	Whole Wheat French Toast	Whole Wheat Bread 2 slices	Whole Wheat Pancakes 1 each
Jelly, pc	1 packet	Whole Wheat Bread 2 slices	Whole Wheat Bread 2 slices	Syrup	Whole Wheat Bread 2 slices	Syrup 1 each
Fruit (1/2 cup or 1/2 cup equivalent)	1 portion	Jelly, pc 1 packet	Jelly, pc 1 packet	Fruit (1/2 cup or 1/2 cup equivalent)	Jelly, pc 1 packet	Fruit (1/2 cup or 1/2 cup equivalent)
Milk-Student Choice (Half Pint)	1 each	Fruit (1/2 cup or 1/2 cup equivalent) 1 portion	Fruit (1/2 cup or 1/2 cup equivalent) 1 portion	Milk-Student Choice (Half Pint)	Milk-Student Choice (Half Pint)	Milk-Student Choice (Half Pint)
Sugar	2 packet	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	Sugar	Milk-Student Choice (Half Pint) 1 each	Sugar 2 packet

**Meal Name: Lunch**

Roast Turkey	4 oz w	T. Bologna	T. Bologna	Cheddar Pasty (3 oz)	Cheddar Pasty (3 oz)	Glazed BBQ Pasty (3 oz each)
Gravy LF	2 slice	Whole Grain Spanish Rice (2.5 MMV)	Mustard & Ketchup (1/2 oz each)	Mustard & Ketchup (1/2 oz each)	Spinach Blended Veggieballs	Whole Wheat Bread
Peppercorn Potatoes	1 cup	Corn LF	Letuce Leaf & Tomato Slice	Pesto Beans LFALS	Garden Salad	Braised Beans
Garlic Salad	1 cup	Garden Salad	Polato Salad LFALS	Pesto & Carrots LF	Salad Dressing LF	Carrots LF
Salad Dressing LF	1/2 cup	Salad Dressing LF	Whole Wheat Bread	Spinach LF	Kettle Blended Veggieballs	Fresh Fruit (1/2 cup)
Whole Wheat Bread	1/2 cup	Whole Wheat Bread	Fresh Fruit (1/2 cup)	Whole Wheat Bread	Whole Wheat Bread	Milk-Student Choice (Half Pint)
Fresh Fruit (1/2 cup)	1 each	Fresh Fruit (1/2 cup)	Milk-Student Choice (Half Pint)	Fresh Fruit (1/2 cup)	Fresh Fruit (1/2 cup)	Milk-Student Choice (Half Pint)
Milk-Student Choice (Half Pint)	1 each	Milk-Student Choice (Half Pint)	Milk-Student Choice (Half Pint)	Milk-Student Choice (Half Pint)	Milk-Student Choice (Half Pint)	Milk-Student Choice (Half Pint)

**Meal Name: Dinner**

Baked Chicken 1/4	2 each	Whole Grain T. Sausage & Cheese Pizza (5 oz)	Chesley Macaroni w/ T. Ham (3 oz T. Ham 1 oz real cheese)	Home-style Dinner Loaf	100% Beef Fattie (4 oz raw)	Chicken Nuggets w/ 1/2 oz BBQ Sauce
Mashed Potatoes w/ Gravy (2 oz)	1 cup	Noodles w/ Tomato Sauce	Spinach	Mashed Potatoes w/ Gravy (2 oz)	Mustard & Ketchup (1/2 oz each)	Rice
Corn	1/2 cup	Garden Salad	Garden Salad	Carrots	Hamburger Bun	Garden Salad
Creamy Cobslaw	1/2 cup	Salad Dressing LF	Salad Dressing LF	Garden Salad	Oven Stuffed Potatoes	Salad Dressing LF
Enriched Bread w/ 1 oz Margeanne	2 slice	Green Beans	Enriched Bread w/ 1 oz Margeanne	Enriched Bread w/ 1 oz Margeanne	Carrot Sticks or Coles	Enriched Bread w/ 1 oz Margeanne
Gramona's Bread Pudding	1/2 cup	Enriched Bread w/ 1 oz Margeanne	Fresh Baked Cookies	Enriched Bread w/ 1 oz Margeanne	Celery Sticks	Frosted Pink Cake
1% Milk (Half Pint)	1 each	Chocolate Pudding	1% Milk (Half Pint)	1% Milk (Half Pint)	1% Milk (Half Pint)	1% Milk (Half Pint)
Sweetened Tea	1 cup	1% Milk (Half Pint)	Sweetened Tea	Sweetened Tea	Sweetened Tea	Sweetened Tea

**Meal Name: Afternoon Snack**

T. Bologna Sandwich (3 oz T. Bologna & 1 pc mustard)	1 sandwich	T. Bologna Sandwich (3 oz T. Bologna & 1 pc mustard)	T. Bologna Sandwich (3 oz T. Bologna & 1 pc mustard)	T. Bologna Sandwich (3 oz T. Bologna & 1 pc mustard)	T. Bologna Sandwich (3 oz T. Bologna & 1 pc mustard)	T. Bologna Sandwich (3 oz T. Bologna & 1 pc mustard)
Fruit Drink (8 oz)	1 carton	Fruit Drink (8 oz)				

**Meal Name: Evening Snack**

Peanut Butter & Jelly Sandwich (2 T PBJ's or Jelly)	1 sandwich	Peanut Butter & Jelly Sandwich (2 T PBJ's or Jelly)	Peanut Butter & Jelly Sandwich (2 T PBJ's or Jelly)	Peanut Butter & Jelly Sandwich (2 T PBJ's or Jelly)	Peanut Butter & Jelly Sandwich (2 T PBJ's or Jelly)	Peanut Butter & Jelly Sandwich (2 T PBJ's or Jelly)
Piecrust	1 oz w	Popcorn	Popcorn	Popcorn	Bakery Muffin	Fresh Baked Cookies
1% Milk (Half Pint)	1 each	1% Milk (Half Pint)				

**Bid Form Page 1 of 1**

Having carefully read the proposal, specifications and instructions to bidders the undersigned hereby agrees to provide **Food Services** for the County of Union in accordance with the specifications.

NO ALTERATIONS, AMENDMENTS OR ADDITIONS SHALL BE MADE TO THE BID FORM PAGES.

UNIT PRICE OF MEAL COST: \$ \_\_\_\_\_  
[Based upon 40-50 residents plus 44 staff]

SURCHARGE IF NUMBER OF MEALS FALL BELOW 35: + \_\_\_\_\_ %

DISCOUNT IF NUMBER OF MEALS EXCEED 45: - \_\_\_\_\_ %

**SEE D 14.0**

THE PERIOD OF THE CONTRACT SHALL BE FOR TWENTY FOUR CONSECUTIVE MONTHS WITH A PROVISION FOR (1) TWENTY FOUR MONTH EXTENSION SUBJECT TO THE FOLLOWING LIMITATIONS: THE EXTENSION CONTRACT SHALL BE AWARDED BY RESOLUTION OF THE GOVERNING BODY (WITHIN 60 DAYS PRIOR TO THE EXPIRATION DATE) UPON A FINDING BY THE GOVERNING BODY THAT THE SERVICES ARE BEING PERFORMED IN AN EFFECTIVE AND EFFICIENT MANNER.

N.J.S.A. 40A:11-15 PROVIDES THAT ANY PRICE CHANGES PURSUANT TO EXTENSIONS OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE BASED UPON THE PRICE OF THE ORIGINAL AGREEMENT AS CUMULATIVELY ADJUSTED PURSUANT TO ANY PREVIOUS ADJUSTMENT OR EXTENSIONS AND SHALL NOT EXCEED THE CHANGE IN THE INDEX RATE FOR THE TWENTY FOUR (24) MONTHS PRECEDING THE MOST RECENT QUARTERLY CALCULATION AVAILABLE AT THE TIME THIS AGREEMENT IS REVIEWED. THE INDEX RATE IS PROMULGATED BI-ANNUALLY BY THE STATE OF NEW JERSEY, DIVISION OF LOCAL GOVERNMENT SERVICES AND IS BASED ON THE ANNUAL PERCENTAGE INCREASE IN THE IMPLICIT PRICE DEFLECTOR FOR STATE AND LOCAL GOVERNMENT SERVICES, COMPUTED QUARTERLY BY THE U.S. DEPARTMENT OF COMMERCE, BUREAU OF ECONOMIC ANALYSIS.

ANY EXTENSION OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE SUBJECT TO THE AVAILABILITY AND APPROPRIATION ANNUALLY OF SUFFICIENT FUNDS BY THE COUNTY OF UNION PURSUANT TO N.J.S.A. 40A:11-15.

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

**BIDDER SIGNATURE PAGE**

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).
4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
SIGNATURE  
CORPORATE SECRETARY

\_\_\_\_\_  
ADDRESS OF BIDDER

\_\_\_\_\_  
PRINT NAME AND TITLE  
CORPORATE SECRETARY

TELEPHONE: \_\_\_\_\_

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

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

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**AFFIX CORPORATE SEAL**

\_\_\_\_\_  
PRINT OR TYPE NAME AND TITLE

**WARNING:** FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

# BUSINESS REGISTRATION

## Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
<b>TAXPAYER NAME:</b> TAX REG TEST ACCOUNT	<b>TRACE NAME:</b> CLIENT REGISTRATION
<b>TAXPAYER IDENTIFICATION#:</b> 970-097-382/890	<b>SEQUENCE NUMBER:</b> 0987330
<b>ADDRESS:</b> 847 ROEBLING AVE TRENTON NJ 08611	<b>ISSUANCE DATE:</b> 07/14/04
<b>EFFECTIVE DATE:</b> 09/01/01	<i>John S. Tully</i>
<small>FORM BRC(DP 01)</small>	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	29041014112822633

ATTACH BRC HERE

**STOCKHOLDER DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the bidder/respondent 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.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

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

**Check the box that represents the type of business organization:**

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

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

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

**BUSINESS ADDRESS:**

---

<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Code</b>			

---

<b>Telephone #</b>	<b>Fax #</b>
--------------------	--------------

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

**STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)**

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

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

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

\_\_\_\_\_, 2 \_\_\_\_\_.

(Notary Public)

My Commission expires:

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

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

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

I \_\_\_\_\_ of the City of \_\_\_\_\_, in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being duly sworn according to law, on my oath depose and say that: I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation 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 UNION, NEW JERSEY relies upon the truth of the statements contained in said Proposal and in the statements contained in the 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 \_\_\_\_\_ (N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

\_\_\_\_\_  
Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before  
Me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public of the State of \_\_\_\_\_

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

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

**CONSENT OF SURETY**

Rev. 5/13/02

\_\_\_\_\_ (Hereinafter called Surety), organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of American, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, herby certifies and agrees that if the contract for which the attached bid is made be awarded to \_\_\_\_\_ (hereinafter called Contractor) for the performance of certain work or the supplying of certain materials, or both, as more particularly set forth in said bid and described for the purposes of this instrument as a bid for \_\_\_\_\_ to the **County of Union** and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance and will provide the Contractor with a bond in the amount of \$20,000.00.

\_\_\_\_\_  
NAME OF INSURANCE COMPANY

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE ATTORNEY-IN-FACT FOR INSURANCE CO.

**NOTE: Proof of authority of officers of Surety Company to execute this document must be submitted.**

**AFFIRMATIVE ACTION REQUIREMENT**

Rev. 6/29/93

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

**A. Procurement, Professional & Service Contracts**

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

\_\_\_\_\_  
Print or type FIRM NAME here

\_\_\_\_\_  
Sign NAME and TITLE here  
(Original signature only, stamped signature not accepted)

\_\_\_\_\_  
Print or type NAME and TITLE here

\_\_\_\_\_  
Print or type DATE

COUNTY OF UNION NEW JERSEY  
Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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 Union 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 Union County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the **County of Union** (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereunto, 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 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, any 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 this Agreement or otherwise at law.

Name \_\_\_\_\_ (Please print or type)

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

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

COUNTY OF UNION  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

Please Do Not submit if you did not receive Addenda(s)

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

## EXPERIENCE STATEMENT

County of Union, Elizabeth, NJ

The vendor must provide references of previous experience. Include names, addresses, phone numbers, types of buildings worked on, and time frames of all the references.

We hereby certify that my company has performed the following private or public work which is relevant to this bid, I further certify that my company has never defaulted under any contract.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

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

SECURITY OPERATIONS

Submit with bid proposal section(s) of vendors' operations manual regarding security measures as described in Paragraph D 6.2.

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

MENU SAMPLES

Attach Menu Samples for the following:

- Emergency Conditions.....Paragraph D 7.2
- Medical & Religious.....Paragraph D 10.9, D 10.11
- Holiday/Special Meals/Barbecue Meals.....Paragraph D 10.16
- Bag Lunch.....Paragraph D 10.17
- 4-Week Cycle.....Paragraph D 10.12

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

## MEDICAL DIETS OUTLINE

Provide outline of preparation, distribution and documentation procedures for medical diets. Paragraph D 10.11

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

## VOCATIONAL TRAINING PROGRAM OUTLINE

Provide formal outline of Vocational Training Program in Food Preparation and Health Education as described in Paragraph D 9.2 & D 9.3.

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

DIETICIAN INFORMATION

Provide Dietician's ADA number and attach resume as per Paragraph D 12.00.

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

## JOB DESCRIPTIONS

Provide job descriptions for all employees.

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

**RESUMES**

**Attach to this sheet copy of resumes of Food Service Manager and Assistant Food Service Manager(s) to be involved in said Food Service as described in Paragraph D 8.2.**

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