



COUNTY OF UNION

BID SUBMISSION CHECKLIST

VENDING MACHINE SERVICES

BA# 58-2013

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – *follow instructions and fill out completely*
- _____ 3. Stockholder Disclosure Certification (2 pages) – *fill out completely and notarize*
- _____ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- _____ 5. Americans with Disabilities Form
- _____ 6. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- _____ 7. Union County Cooperative Contract Purchasing System Extension Form
- _____ 8. Experience Statement
- _____ 9. Equipment Statement
- _____ 10. Product List
- _____ 11. Contractors Data Sheet
- _____ 12. Sample of Vending Commission Settlement Report
- _____ 13. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

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

Invitation to Bid

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on **July 3, 2013**, at **2:00 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

VENDING MACHINE SERVICES BA# 58-2013

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.

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.

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 (3rd 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**

We're Connected to You!

GENERAL SPECIFICATIONS

Revised 07/06/11
Concessions

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 "Invitation to Bid".

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 "Invitation to Bid" 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.

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 should 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 should 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 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.

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

The County of Union requires all bidders to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the bidder must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

1. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$1,000,000.00 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with respect to work emanating from the Contract with the County. This insurance will include the following:
 - a. Personal Injury Liability

- b. Blanket Contractual Liability applies to assumption of liability under any written Contract
 - a. Coverage for A, X, C, U exposures, relating to excavation, blasting, underground damage
 - d. Broad Form Property Damage Liability
 - e. Products and/or Completed Operations Liability
2. Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.
 3. Automobile Liability Insurance in any amount of not less than \$500,000.00 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made in the policy.

A certificate of Insurance will be filed with the County prior to commencement of any work. This certificate will contain a provision that insurance afforded under the policies will not be canceled without at least thirty (30) days prior written notice being given to the County.

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.

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. 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.

15. 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.

16. 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.

17. PERMITS

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

18. 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.

19. 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 Department of Operations & Facilities, 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.

20. GROSS RECEIPT REPORTS

Upon request the concessionaire shall make a report of the monthly gross receipts available to the County. In addition, a report detailing the total of gross receipts for each calendar year of the contract and a summary report for the entire duration of the contract shall be presented to the County as a responsibility of the concession vendor.

21. 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.

22. 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.

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 Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer 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 CCPs.

If subcontractors are named on the CCP, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, 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 CCPs.

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 printed version provided by the NJ Division of Revenue

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

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the CCP is considered a **MANDATORY REJECTION** of CCPs (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction CCPs.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the CCP of the responsibility to 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.

SCOPE OF WORK

GENERAL REQUIREMENTS:

The purpose and intent of this public bid is to provide **County of Union** with candy, candy/snack, ice cream, cold beverage, hot beverage, milk, automatic coin operated vending machine services at the locations specified herein, in accordance with the provisions and requirements specified in this Request For Bid.

The contractor must provide the quantity and types of vending machines listed in these specifications or equal and will document the machines intended for use on the appropriate bid form page and must provide vending products which comply with the specifications..

The contractor shall furnish, install, maintain, service, repair and/or replace, and stock the vending machines. The vending machines shall remain the property of the contractor, and the contractor must remove all machines upon expiration/termination/cancellation of the contract.

The contractor shall have sufficient experience and be currently providing a service similar to the service specified in these pages and document that experience on the appropriate bid form page. Experience is to include at least 2 other agencies that the contractor services with names of contacts at those agencies.

The pricing structure of the contract shall be a monthly payment made by the contractor to the County that will consist of a percentage of the gross sales of all installed machines. Monthly payments shall be due on the 15 th of each and every month of the contract.

Contractors will have the opportunity to inspect anticipated machine locations and facilities. These inspections shall be arranged by appointment only by contacting Richard Samiec, Administrative Bureau Chief in the **Department of Parks & Community Renewal** at (908) 527-4918.

Any questions regarding the bid can be emailed to ucbids@ucnj.org or faxed to the Division of Purchasing, clearly marked with the BID # and BID NAME, at (908) 558-2548. If necessary, the Purchasing Director will then issue a clarification.

SPECIFIC MACHINE AND PRODUCT SPECIFICATIONS:

The contractor must, at all times, maintain ample stock of all products dispensed and sold in the vending machines.

The contractor must install, stock, and have all vending machines operational by the date specified in the contract.

The contractor shall install attractive new vending machines or vending machines refurbished to "like new" condition. The opinion of the County as to the acceptability of the refurbished vending machines shall be final and binding upon all parties.

Wherever the word COUNTY appears in these specifications in a connotation regarding a decision making process, the Department of Parks and Community Renewal shall be deemed the contact point.

All vending machines shall harmonize with the decor of the area. The contractor must contact the County regarding color and placement.

All vending machines provided by the contractor must be of similar styling so as not to detract from the decor of the locations where they are installed.

If requested by the County, the contractor shall remove and/or replace any vending machines which, in the opinion of the County, have deteriorated to where the machine is not mechanically able to provide reliable service, or where in the opinion of the County, the exterior of the machine has so deteriorated as to the esthetic appearance that it detracts from the decor. Additionally, the contract shall remove and/or add vending machines under circumstances deemed warranted by the County, including repeat vandalism.

The contractor must equip all vending machines with transaction counter which cannot be reset.

The transaction counters must be such that a cumulative reading of all transactions and money collected is maintained for each vending machine in which all products are sold.

For each vending machine in which products are sold at different prices, the transaction counters must be such that a cumulative reading of all money accepted (less change returned) is maintained.

The transaction counters must be such that they are sealed and cannot be reset without removal from the vending machines and disassembly.

The County shall have the exclusive right to select the various flavors or kinds of products to be vended. It is the intent of the County to insure the majority of products vended in these machines are nationally advertised name brands of the first quality. Health oriented products should be part of selection choices for the public.

If required in writing by the County, the contractor must remove products which do not, in the opinion of the County, meet the required criteria.

In addition, if required in writing by the County, the contractor must furnish additional products in the vending machines as customer demands change and new products become available.

The contractor must mark and visibly display all perishable food products with an expiration date, and must immediately replace all such products that have expired.

In areas that may have hot food in the machines installed, the contractor must supply microwave oven(s) and condiment centers, fully stocked, at no charge to the County.

SPECIFIC PERSONNEL AND SERVICE REQUIREMENTS:

The contractor shall furnish 24 hour service, seven (7) days per week and must service and stock vending machines to insure that the vending machines never become empty of any product(s) or have products in them which have expired.

The contractor must have trained competent repair persons available within twenty-four (24) hours to make repairs on the vending machines as needed. The contractor must give the name(s) and telephone number(s) of service personnel to the County so that malfunctions may be reported immediately.

The contractor must provide a trained, experience route service/sales person for the vending machines. Such person must have relevant knowledge, skills and abilities to provide effective and efficient vending machine service.

The contractor shall be responsible for refunds. A uniform system of refunding money acceptable to the County must be in operation at all times (i.e., the contractor must provide a workable system for refunding money to individual customers who insert money in a vending machine and received no product in return or receive an expired product).

The contractor must post basic instructions for refunds and/or reporting of malfunctions on each vending machine.

All service employees of the contractor must wear distinguishable uniforms while working at the specified locations. When access to County Buildings is necessary, service employees must sign in with Security and receive temporary ID badges.

ACCOUNTING REQUIREMENTS:

On a monthly basis, the contractor shall return to the County a percentage commission of the total gross sales for all vending machines. The percentage of gross sales shall be that stated by the contractor on the Bid Form Page.

Immediately upon award of the contract, the contract shall submit to the County a schedule for the upcoming year which details the closing dates for each monthly reporting period. Within ten (10) calendar days following each such monthly closing date, the contractor shall submit the appropriate commission payment to the County and shall make all commissions payable to the County of Union, Department of Parks & Community Renewal, 10 Elizabethtown Plaza, Second Floor, Elizabeth NJ 07207, Attention: Richard A. Samiec, Bureau Chief, Bureau of Administrative Support.

The contractor shall agree and understand that the County shall be financially damaged if it does not receive the appropriate commission payment within the required ten (10) days. Therefore, the contractor shall pay damages to the County in the amount of one percent (1 %) per day of the total commission payment due for that monthly reporting period. Such damages shall be payable for each day that the commission payment is late.

The contractor must include with the monthly commission payment a detailed report of sales by vending machine including machine number, product, and beginning and ending reading of the transaction counters on each vending machine.

The contractor must use a typical Vending Commission Settlement Report, a sample of which they will submit with the bid, for purchasing.

The contractor must use generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants.

It is the intent of the County to set prices that strike a balance between a fair cost for consumers and maximum profitability for the County and the contractor. Contractor may submit requests to raise prices over the course of the contract. The contractor must receive prior written approval of the any new pricing from the County prior to actually changing the price.

If, in the opinion of the County, any vending machine or group of vending machines are not producing sufficient revenue at any time during the contract period and if so requested by the County, the contractor shall install different or additional vending machines or remove certain vending machines in an effort to produce

sufficient revenue. The contractor may be required to substitute, add or remove vending machines and shall comply upon written notification from the County within 7 business days.

The contractor shall agree that each time the vending machines are restocked, serviced, or otherwise attended by the contractor or his employees, the County and/or its designee may conduct a vending count to record the number of sale items in the vending machines prior to and/or following any restocking/servicing.

The contractor shall agree that on any business day the County may request that the contractor, or one of the contractor's representatives, appear at the specified location and open any or all vending machines and permit the County and/or its designee to count and determine the amount of money in any or all vending machines at the location. The County will give a minimum of four (4) hours notice of each such inspection.

The contractor shall agree that the County and/or its designee may audit, examine, and copy any and all books, records, and information relating to the operation of the vending machines at the location.

The contractor shall keep and maintain all records for a minimum of five (5) years or until audited by the County, whichever occurs first.

OTHER REQUIREMENTS:

"Or Equal" Clause - Wherever the term "or equal" appears in this document where any products are designated by the name of the manufacturer or vendor, or by a proprietary or trade name the standard products or manufacturers other than those specified may be accepted provided that, in the opinion of the County, the offer is based on the furnishing of a product which is substantially equivalent to the product designated considering design, strength, durability, usefulness, efficiency, quality and convenience for the purpose intended. The contractor must submit to the County the type of vending machines substituted, if other than as specified, by location, type of machine, manufacturer and model number, and items to be dispensed. The County must be advised and approved any such substitutions in writing prior to installation of any such machines.

Title to the vending equipment required by the contract shall be held by and vested in the name of the contractor. The County shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

STANDARD:

The specification herein states the minimum requirements of the County. Unauthorized conditions, limitations, or provisions will be cause for rejection. The COUNTY OF UNION may consider as "irregular" or "non-responsive" and reject any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the County to make a reasonable determination of compliance to the specification. It will be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations will be fully described in the appropriate section.

OPEN END CONTRACT:

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE AN OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID SHALL BE THIRTY-FOUR (34) MACHINES AND THE MAXIMUM SHALL BE ONE HUNDRED (100) MACHINES.

IN THE EVENT THAT THE COUNTY WISHES TO UTILIZE THE OPEN END CONTRACT AND ADD ADDITIONAL VENDING MACHINES, THE BIDDER AVOWS TO HOLD THE SAME COMMISSION FOR TWENTY-FOUR (24) MONTHS (FROM THE DATE OF THE CONTRACT).

CONTRACTUAL REQUIREMENTS

CONTRACT PERIOD:

The original contract period shall be as for 24 consecutive months with an option to extend for an additional 24 consecutive months thereafter. The County shall retain the right to cancel the contract 30 days after written notice to the vendor.

APPLICABLE STATE LAWS AND ENCUMBRANCES:

The contract shall be construed according to the laws of the State of New Jersey. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. The contractor must be registered and maintain good standing with the State of New Jersey and other regulatory agencies, as may be required by law or regulation. All fees and licenses necessary for the provision of the specified service shall be paid by the contractor.

LIABILITIES, RIGHTS AND REMEDIES:

The contractor shall agree that the County shall not be responsible for any liability incurred by the contractor or his/her employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

ASSIGNMENTS:

The contractor shall not transfer any interest in the contract, whether by assignment or subcontract. The contractor must be a full vending company dealing in all vending items previously identified.

BANKRUPTCY OR INSOLVENCY:

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the County immediately. Upon learning of the actions herein identified, the County reserves the right at its sole responsible for damages.

CONTRACTOR STATUS:

The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the County. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc-, and agrees to indemnify, save, and hold the County, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

VENDING MACHINES AND LOCATIONS

The County of Union has vending machines at existing locations that will be removed and replaced by the machines of the successful bidder as part of the contract. The list below identifies those locations and machines.

PLEASE NOTE THAT AS PART OF THIS AGREEMENT, THE COUNTY AND THE VENDOR SHALL WORK TOGETHER TO IDENTIFY ANY NEW LOCATIONS THAT WILL BEAR PROFIT FOR THE COUNTY AND EXPAND THE NUMBER OF MACHINES AND SERVICE ACCORDINGLY. THE FINAL DECISION AS TO THE ADDITION OF ANY AND ALL MACHINES SHALL ALWAYS BE AT THE OPTION OF THE COUNTY AND ITS BEST INTERESTS. THE VENDOR SHALL HAVE THE WHEREWITHAL TO EXPAND ITS SERVICE UP TO AN ESTIMATE OF 66 ADDITIONAL MACHINES.

LOCATION	ADDRESS	BEVERAGE	SNACK
Public Works Garage	2371 South Avenue, Scotch Plains 07076	1	1
Galloping Hill Maintenance Yard	21 North 31 st Street, Kenilworth 07033	1	0
Union County Police Building	300 North Avenue, Westfield 07090	1	0
Union County Police Academy	1776 Raritan Road, Scotch Plains 07076	3	1
Union County Engineering Building	2325 South Avenue, Scotch Plains 07076	1	1
Watchung Stables	1160 Summit Lane, Mountainside 07092	0	1
Union County Motor Vehicles	79 West Grand Street, Elizabeth 07207	1	1
Union County Jail	15 Elizabethtown Plaza, Elizabeth 07207	3	1
Trailside Museum	1160 Summit Lane, Mountainside 07092	1	0
Union County Juvenile Detention	1075 Edwards, Street Linden 07036	1	1
Wheeler Pool (Interior of Building)	West Stimpson Avenue, Linden 07036	2	2
Glenside Park @ K-9 Unit Building	196 Glenside Avenue, Summit 07901	1	0
Prosecutors Office	32 Rahway Avenue, Elizabeth 07207	2	1
Social Services	342 Westminster Avenue, Eliz. 07207	2	2
Board of Elections	271 North Broad Street, Eliz. 07207	1	1

Above 15 locations have a total of 34 machines. All machines are beverage, snack or ice cream. No cold or hot meals/sandwiches/soups.

Following the award of this contract, the County anticipates a period of time before all aspects of the contract can be fully implemented. If a new supplier is selected, the old supplier will be notified that it has ten (10) days to remove all vending equipment and vacate the County premises.

Gross Sales of all machines 2008 \$51,201.00
 Gross Sales of all machines 2009 \$48,785.00
 Gross Sales of all machines 2010 \$40,317.00
 Gross Sales of all machines 2011 \$49,500.00
 Gross Sales of all machines 2012 \$52,200.00

VENDING MACHINE SPECIFICATIONS

MAKES AND MODELS OF MACHINES FOR IDENTIFICATION PURPOSES ONLY AND REPRESENT THE TYPES OF MACHINES THAT THE COUNTY BELIEVES WILL BE NEEDED TO PROVIDE THE SPECIFIED SERVICE. BIDDERS WILL SUBMIT A COMPLETE LIST OF THE MAKES AND MODELS OF THE MACHINES THAT THEY INTEND TO USE ON THE APPROPRIATE BID FORM PAGE.

1. Multi-Snack Machine
2. Bottle Soda Machine
3. Juice Machine
4. Combination Machine Soda and Juice
5. Hot Beverage Machine
6. Ice Cream Machine
7. Snack Machine
8. Sandwich/Cold Food
9. Microwave Oven
10. Food Service Cabinet
11. Currency/Coins Spiral APC (Automated Products)

Model 11 OC and 113C Snack Machine.

Model 11 OC and 113C Snack Machine

12DN (Dixie Narco), 6-8 selection, Model 501, multi pricing capability.

Model PV540 10 selections multi pricing capability.

DN (Dixie Narco), 6-8 selection, Model 501, Selection multi-pricing capability and Model PV 428, can machine with dollar changer.

RMI 2000 FD or equal, dispensing freeze dried regular coffee, decaffeinated coffee, hot chocolate, tea and soup. Shall be equipped with a dollar bill acceptor. Model NTDCDG, Dual Cup with dollar acceptor (8 & 12 oz. Coffee, Tea, Hot Chocolate; 8 oz. Espresso, 8 & 12 oz. French Vanilla, Cappuccino, etc.).

Model A4635 and/or Model A7035 with dollar acceptor (Includes: Gum, Mints, Crackers, Candy, Chips (Bag Snacks), Pastry, Microwave Popcorn, etc.)

Model FDTRN with dollar changer (Includes: milk, Snapple, yogurt, various salads, soups, bagel and cream cheese, hot dogs, hamburgers, cheese steaks, etc.)

Microwave for above: Minimum of 750 Watts, Commercial Grade.

Fixture World Custom 125 or equal, maximum 30" width, 3 compartments for microwave, styling must match vending machines in area, with illuminated header.

All machines must accept dollar bills.

***Please list if there are any deviations on the machines on the correct yellow page titled:
Furnish Makes and Models of Machines.**

PRODUCT/BRAND/VENDING PRICE

A LISTING OF THE SUGGESTED BRANDS THAT THE VENDOR HAS THE ABILITY TO SUPPLY SHALL BE ATTACHED TO THE APPROPRIATE BID FORM PAGE IN ORDER TO COMPARE TO THE FOLLOWING REQUIRED ITEMS:

Bottle Soda

Coca Cola Products or equal (Must be nationally advertised brand name)

All 20oz. plastic bottles.

Coke Classic

Diet Coke

Cherry Coke

Sprite

Diet Sprite

Nestea Iced Tea Country Time Lemonade Sunkist Orange

Minute Maid Punch

Dr. Pepper

Welch Grape

Seagrams Ginger Ale Seagram's Seltzer

Bottle Water & Soda Price \$1.50

NO GLASS SHALL BE PERMITTED

II. SNACKS/MINTS & GUMS/CANDIES AND PASTRIES

SNACKS/MINTS & GUMS/CANDIES AND PASTRIES

Vendor will be required to have a varied selection of the six (6) categories. Vendor's solicitation to be made up of the following items.

Vending Prices

A. Bag Snacks \$.60

B. Potato Chips, \$.60

C. Pretzels Roll Candy, \$1.00

D. Gums and Mints \$.70

E. Candies and Small Cookies.\$1.00

F. Pastries and Large Cookies \$1.25

SUGGESTED BRANDS:

A. SNACKS

Frito Lay

Dorito Nacho Corn Chips 1.0 oz.

Lay's Regular Chips Lay's BBQ Chips 1 .25 oz.

Lay's Sour Cream and Onion Chips Lay's Salt and Vinegar Chips

Cheetos Crunchy

Ruffles Regular Chips

Ruffles BBQ Chips

Smartfood Popcorn

Munchos

Rold Gold Tiny Twist

Keystone Brands:

Party Mix

Pepperidge Farm Brands:

Cheese Goldfish

Planters Brand:

Potato Stix

Reisman Brands:

Mini Pretzel 1.0 oz.

Pretzel Pips 1.5 oz.

Snyders Brands:

Hard Pretzels 1.75 oz.

Sunshine Brands:

Cheez Its 1.5 oz.

Cheez Its White Cheddar 1.5 oz.

Wheats 1.5 oz.

Wise Brands:

Potato Chips 1.0 oz.

BBQ Chips 1.0 oz.

Dipsy Doodles 1.5 oz.

B. ROLL CANDY GUMS & MINTS

Nabisco Brands:

Life Savers .65 oz.

Spearmint .65 oz.

Peppermint .65 oz.

Wintergreen .65 oz.

Tropical Fruit .65 oz.

Fruit Juices .65 oz.

Five Flavors .90 oz.

Wrigley Brands:

Carefree Bubble Gum 5 stick

Spearmint Gum 5 stick

Doublemint Gum 5 stick

Juicy Fruit Gum 5 stick

Big Red 5 stick

C. CANDIES & SMALL COOKIES

Hershey's Brands:

Bar None 1.65 oz.

Mr. Goodbar 1.75 oz.

Reese's Peanut Butter Cups 1.6 oz.

Krackel	1.45 oz.
Mounds	1.9 oz.
Almond Joy	1.76 oz.
Twizzlers	2.0 oz.

Leaf, Inc. Brands:

Chuckles	2.0 oz.
Payday	1.85 oz.
Zagnut	1.75 oz.

M & M Mars Brands:

M & M Plain	1.64 oz.
M & M Peanut	1.67 oz.
Snickers	2.0 oz.
3 Musketeers	2.28 oz.
Milky Way	2.1 oz.
Twix Caramel	2.06 oz.

Nabisco Brands:

Honey Roasted Peanuts	1.0 oz.
Planters Jumbo Block	1.60 oz.
Salted Peanuts	1.75 oz.
Cheese Peanut Butter	1.4 oz.
Lorna Doone	1.5 oz.
Oreo	1.63 oz.
Round Toast	1.4 oz.
Swiss Creams	1.75 oz.
SW Vanilla Low Fat	1.5 oz.
SW Chocolate Low Fat	1.5 oz.

Nestle Brands:

Nestle Crunch	1.55 oz.
Baby Ruth	2.1 oz.
Butterfingers	2.1 oz.
Butterfingers BB	1.7 oz.

Other Manufacturers:

Starburst	2.07 oz.
Chuckles	2.0 oz.
Good & Plenty	1.8 oz.
Good & Fruity	1.8 oz.
Tootsie Roll	2.0 oz.
Bits O Honey	1.7 oz.

D. PASTRIES & LARGE COOKIES

Drakes Brands:

Coffee Cake	2.25	oz.
Pound Cake	2.5	oz.
Apple Pie	4.0	oz.
Cherry Pie	4.0	oz.
Devil Dogs	3.25	oz.
Yodels	2.7	oz.
Funny Bones	2.7	oz.
Ring Ding, Jr.	2.7	oz.

Famous Amos Brands:

Chocolate Chip	2.0	oz.
Oatmeal Raisin	2.0	oz.

Pepperidge Farm Brands:

Oatmeal	1.75	oz.
Chocolate Chip	1.75	oz.
Mini Pecan Scotties	1.75	oz.

Plantation Brands:

Oatmeal	2.75	oz.
Chocolate Chip	2.75	oz.
Apple Spice	2.75	oz.
Iced Oatmeal	2.75	oz.

VENDING PRODUCT PRICE PARAMETERS:

Brownie \$1.00
Candy \$1.00
Chips \$.60
Cookies-REG. \$1.00
Cookies Big \$1.25
Crackers \$.60
Fresh Fruit \$1.00
Fruit Pie \$1.00
Granola Bar \$1.00
Gum/Mints \$.70
Juice 10 oz. Tropicana \$1.25
Milk \$1.00
Nuts \$1.00
Pastries \$1.00
Raisins \$1.00
Snack Crackers \$.60
Snack Mix \$1.00
Soda \$ 1.50
Gatorade \$1.50
Juice Drink \$1.50
Snapple \$1.50
Bottled Water \$1.50

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE **VENDING MACHINE SERVICES** FOR PARKS AND COMMUNITY RENEWAL OF THE COUNTY OF UNION IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

THE BIDDER MUST STATE A SINGLE FIRM, FIXED PERCENTAGE COMMISSION OF THE TOTAL GROSS SALES.

_____ % OF TOTAL GROSS SALES
(COMMISSION PAID TO COUNTY)

THE COUNTY HAS SET A MINIMUM BID OF 28% OF TOTAL GROSS FOR THIS SERVICE, NO BIDS UNDER 28% SHALL BE CONSIDERED.

The period of the contract shall be for twenty-four (24) consecutive months with the provision for one (1) twenty-four (24) 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 extension and shall not exceed the change in the index rate for the twelve (12) months preceding the most recent quarterly calculation available at the time this agreement is renewed. The index rate is promulgated bi-annually by the State of New Jersey, Division of 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.

The County reserves the right to terminate this agreement with written notice to the contractor thirty (30) days prior to such action.

EXTENSION FORM FOR UNION COUNTY
COOPERATIVE CONTRACT PURCHASING SYSTEM

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF UNION:

[] **CHECK HERE** IF WILLING TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO LOCAL GOVERNMENTAL CONTRACTING UNITS LOCATED WITHIN THE COUNTY OF UNION, UNION COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM # **CK-06-UNION** WITHOUT SUBSTITUTION OR DEVIATION FROM SPECIFICATIONS, SIZE FEATURES, QUALITY, PRICE OR AVAILABILITY AS HEREIN SET FORTH. IT IS UNDERSTOOD THAT ORDERS WILL BE PLACED DIRECTLY BY THE CONTRACTING UNITS, SUBJECT TO THE OVERALL TERMS OF THE CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICE OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPECIFICATIONS.

[] **CHECK HERE** IF **NOT** WILLING TO EXTEND PRICES TO CONTRACTING UNITS LOCATED IN THE COUNTY OF UNION. THIS WILL NOT AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE COUNTY OF UNION.

IF THE LOWEST RESPONSIBLE RESPONSIVE BIDDER DOES NOT EXTEND HIS PRICES TO THE REGISTERED MEMBERS, THE CONTRACT FOR THE STATED NEEDS OF UNION COUNTY WILL BE AWARDED TO SAID LOWEST RESPONSIBLE RESPONSIVE BIDDER AND SPECIFICALLY **NOT** MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY.

Initial

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

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 Corporation | <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:

Street Address	City	State	Zip
Code			

Telephone #	Fax #
--------------------	--------------

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

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

Sign Name Here
(Original signature only; stamped
signature not accepted)

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.

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 thereto, 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: _____

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

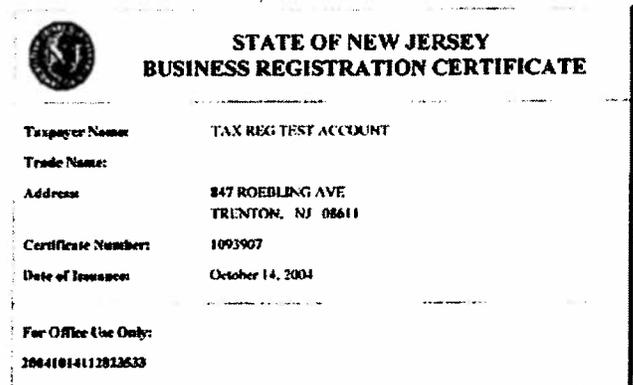
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION: 970-087-082/900
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 09/04/04

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 987233
ISSUANCE DATE: 07/14/04

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 152
TRENTON, NJ 08646

John S. Tully
Authorized Signature

This Certificate is NOT assignable or transferable. It must be continuously displayed at all times.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:
20041014112812633

ATTACH BRC HERE

EXPERIENCE STATEMENT

Please provide, including attachments if necessary, at least two (2) other agencies that you provide similar vending services for. Include name and address, phone number and contact name, and number of machines for each agency.

NAME OF BIDDER: _____

EQUIPMENT STATEMENT

Furnish makes and models of all machines.

NAME OF BIDDER: _____

PRODUCT LIST

List products to be vended.

NAME OF BIDDER: _____

CONTRACTORS DATA SHEET

As evidence of the bidder's qualifications, complete and submit with this bid proposal, the "Contractor Data Sheet" information.

THE COUNTY OF UNION RESERVES THE RIGHT TO REQUEST VENDORS TO EXPLAIN THE METHOD USED TO ARRIVE AT ANY OR ALL FIGURES IN THEIR BID.

The number of years your firm has been performing these services _____

How many personnel will be available to work on this contract _____

How many days do you need to have all machines in place _____

Do you currently have the necessary machines for the contract in your inventory YES _____ NO _____

If no, how long will it take for you to procure and install same _____

Name(s) of supervisor(s) to be assigned to work on this contract. Please include how long these individuals have worked for your firm.

Name: _____ Years Employed by Firm: _____

Locations of bidder's facility where bidder's equipment may be inspected: _____

Name (s) and phone number(s) of management personnel to be contacted if problems or emergencies occur:

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

Name of Insurance Company: _____

Name of Insurance Representative: _____

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: _____