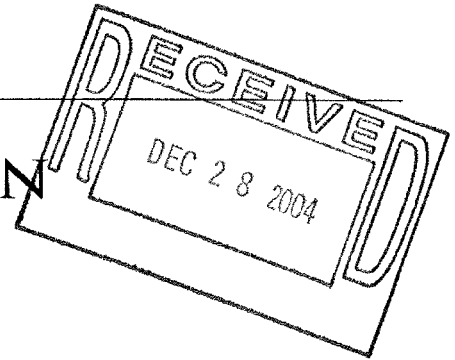




COUNTY OF UNION

OFFICE OF THE COUNTY COUNSEL
Robert E. Barry, Esq., County Counsel



December 27, 2004

**BOARD OF
CHOSEN FREEHOLDERS**

ANGEL G. ESTRADA
Chairman

RICK PROCTOR
Vice-Chairman

CHESTER HOLMES

BETTE JANE KOWALSKI

LEWIS MINGO, JR.

ALEXANDER MIRABELLA

DEBORAH P. SCANLON

DANIEL P. SULLIVAN

NANCY WARD

GEORGE W. DEVANNEY
County Manager

M. ELIZABETH GENIEVICH,
C.M.C., M.P.A.
*Deputy County Manager/
Director of Administrative
Services*

ROBERT E. BARRY, ESQ.
County Counsel

SHARDA BADRI
Clerk of the Board

The Viva Group
P.O. Box 192
Berkeley Heights, NJ 07922

Re: BA 108-2004 Snow Removal Service

Dear Sir/Madam:

Enclosed herewith please find your fully executed copy of the agreement with reference to the above captioned matter.

Thank you.

Very truly yours,

Robert Barry
ROBERT E. BARRY
County Counsel

REB/tp
Enc.

cc: Nicole L. Tedeschi, Clerk of the Board
Engineering
County Counsel
Purchasing

*FAX
754.2153-*

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908)527-4250

fax(908)289-4230

www.ucnj.org

We're Connected to You!

APPROVED AND
RECOMMENDED BY:

Michael M. Juska
PURCHASING AGENT

DATE: 10/20/04

BID OPENING CN:

DATE: 10/5/04

BIDS REVIEWED AND
APPROVED AS TO FORM BY:

Frank E. Dann, Jr.
ASSISTANT COUNTY COUNSEL

DATE: 10-12-04

BA#: 108-2004

PAGE 1 of 1

BID ACCEPTANCE
AGREEMENT AUTHORIZATION

By Resolution #
1090 ~~1000~~-2004



Of the Board of
Chosen Freeholders of
the County of Union



DATE ADOPTED:

100 11/4/04

CONTRACT REVIEWED AND APPROVED
FOR AFFIRMATIVE ACTION LANGUAGE
AND EVIDENCE BY:

John Codes
AFFIRMATIVE ACTION OFFICER

DATE: 11-4-04

APPROVED AS TO SUFFICIENCY OF
FUNDS BY:

Julie Kreck
DEPARTMENT OF FINANCE

DATE: 11/4/04
SUBJECT TO INCLUSION AND ADOPTION
OF THE 2005 BUDGET

APPROPRIATION #

BID ITEM

EXPLANATION

DIVISION OF PUBLIC WORKS

SNOW REMOVAL SERVICE

THE VIVA GROUP, LLC
PO BOX 192
BERKELEY HEIGHTS, NJ 07922

\$136,000.00

THE TERM OF THE CONTRACT SHALL BE
FOR 24 CONSECUTIVE MONTHS AND SHALL
START WHEN THE COUNTY/VENDOR AGREE-
MENT IS EXECUTED.

PROVISION FOR (1) TWO YEAR EXTENSION
SUBJECT TO LIMITATIONS.

ATTACHED PLEASE FIND:

LETTER OF RECOMMENDATION FROM
FRANK E. DANN, JR., DIRECTOR,
DEPARTMENT OF ENGINEERING &
PUBLIC WORKS

ORIGINAL PLUS THREE (3) COPIES
OF SIGNED BID FORMS FROM THE
VIVA GROUP, LLC

AGREEMENT NECESSARY

1-13-56-201-005-389



RECEIVED
PURCHASING DEPT.
UNION COUNTY, N.J.
04 OCT 18 AM 10:26
04 OCT 18 AM 10:26

COUNTY OF UNION

DEPARTMENT OF ENGINEERING & PUBLIC WORKS
Frank E. Dann Jr., Director

**BOARD OF
CHOSEN FREEHOLDERS**

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*Deputy County Manager/
Director of Administrative
Services*

ROBERT E. BARRY, ESQ.
County Counsel

SHARDA BADRI
Clerk of the Board

MEMO TO: Michael Yuska, Director
Division of Purchasing

FROM: Frank E. Dann, Jr., Director 
Department of Engineering & Public Works

DATE: October 14, 2004

RE: BID: SNOW REMOVAL SERVICE
OPENED: OCTOBER 5, 2004

After reviewing the bid for the above captioned service, it is hereby recommended that the same be awarded to the lowest responsible bidder, as follows:

VENDOR: The Viva Group, LLC
P.O. Box 192
Berkeley Heights, NJ 07922

AMOUNT: NOT TO EXCEED \$136,000

ACCOUNT: M-13-56-201-005-389

FED/mdg

cc: File

DIVISION OF PUBLIC WORKS

A G R E E M E N T

THIS AGREEMENT made and entered into this **27** day of **DEC** 2004, by

and between the COUNTY OF UNION, a Body Politic of the State of New Jersey, having its principal place of business at Union County Administration Building, Elizabethtown Plaza, Elizabeth, New Jersey, 07207 hereinafter referred to as County and The Viva Group, LLC, with it's principal office located at P.O. Box 192, Berkeley Heights, NJ 07922 hereinafter referred to as the Supplier.

W I T N E S S E T H that the County and the Supplier, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

1. SPECIFICATIONS

The Supplier for the amount not to exceed \$136,000,00. shall furnish all of the materials and where applicable, all equipment and supplies and perform all of the labor in accordance with the contract, further it will furnish and deliver snow plow services in a good and workman like manner and in strict accordance with the plans and specifications attached hereto and made a part hereof and all supplies outlined in this contract. Further, this Supplier shall do everything referred to so as to complete such work as set forth by this Agreement, and attached Contract documents. The specifications, proposal, bid advertisement, if any, are incorporated in and made a part of this Agreement. The Supplier agrees to comply with all Federal and State Laws applicable to this Agreement.

2. DATES OF CONTRACT

This two year contract shall commence no later than upon execution of this Agreement. There is a provision for one two (2) year extension which is subject to limitations.

If applicable, any extension of the original term of this Agreement shall be subject to the annual availability and appropriation of sufficient funds by the County of Union pursuant to N.J.S.A. 40A:11-15.

Further, if applicable, N.J.S.A. 40A:11-15 also 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.

3. INSURANCE.

On or before commencing the work the Supplier shall file with the COUNTY evidence of the insurance coverage required in the specifications. The policy shall state "All Bodily Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions is to be considered as arising out of one occurrence." Coverage shall be effective and continuous for the entire term of the Agreement. A Certificate of Insurance form must be completed in accordance with the attached specifications. Your insurance broker can assist you in obtaining the form and completing same.

4. INDEPENDENT SUPPLIER STATUS

The Supplier and its employees, suppliers, subcontractors, agents and representatives are, for all purposes arising out of the Agreement, independent Suppliers and Subcontractors and not employees of the Union County. It is expressly understood and agreed that the Supplier and its employees, suppliers, subcontractors, agents and representatives shall in no event, as a result of the Agreement, be entitled to any benefit to which Union County employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

5. 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.

6. CHANGES AND MODIFICATIONS

The parties may from time to time during the term of the Agreement make changes, or other modifications to the Agreement. Such modifications shall only be

made in writing and by mutual agreement. Any such changes shall be agreed to by the Director of the applicable department and the Union County Purchasing Department.

7. SEVERABILITY

If any of the provisions of the contract are invalid or unenforceable, such invalidity will not void the entire contract, but rather the entire contract shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the Supplier shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract.

8. PERFORMANCE BOND

The Performance Bond form must be completed in accordance with the attached specifications. The proper corporate officers must execute same where indicated on all copies of said Bond. If the Supplier is a corporation, the Secretary must affix the corporate seal to each Agreement over his/her signature.

9. PAYMENT

Payment requests are indicated in the bid specifications, which are attached hereto and made a part hereof.

10. COMPLIANCE WITH STATUTE

It is understood and agreed that should N.J.S.A. 10:2-1 et seq; 24:10-57.1 and 57.2; 34:11-56.25; 40A:11-18 or 52:33-1, together with any amendment or supplement thereto, be applicable to this contract and should said statute not be complied with, then this contract shall be voidable at the option of the County.

11. FORCE MAJEURE

Neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes or other industrial disturbances, accidents, war, riot, insurrection or other causes beyond the control of the parties.

12. DISCRIMINATION

This Supplier acknowledges that he has a copy of the New Jersey Law Against Discrimination and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

13. INDEMNIFICATION

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.

14. CLAIMS

The Supplier agrees to furnish the COUNTY with evidence that all claims either for damages, material furnished or labor supplied have been satisfied and paid in full.

15. WITHHOLDING PAYMENT

The Supplier acknowledges that the COUNTY may at its option withhold payment until such claims, if any, for damages that may arise in connection herewith shall have been settled and liquidated by the Supplier.

16. GENERAL NOTICE

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons of process.

17. MISCELLANEOUS

This agreement shall be governed by and construed under the laws of the State of New Jersey. The Supplier irrevocably agrees that, subject to Union County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the Supplier consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State.

18. WAIVER

No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself nor a waiver or consent to any subsequent breach. The headings of articles, paragraphs and sections in the Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

19. ENTIRE AGREEMENT

It is expressly agreed that the provisions set forth in the Bid Specifications and this agreement constitutes all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Specifications are of no force and effect.

20. ASSIGNMENT

The successful Supplier is prohibited from assigning, transferring, conveying, or otherwise disposing of its agreement or its rights, title, obligation or interest therein to any other person, company or corporation without prior written consent and approval of the County. If such a transfer without consent occurs, the County may refuse to carry out its contract with either the Assignor or Assignee, and reserves all rights of action for breach of the contract.

21. SUBCONTRACTING

The subcontracting of this contract will not be permitted without the expressed written consent of the County of Union.

22. PRICE CHANGES

All prices shall be firm and not subject to increase during the period of this contract.

23. COOPERATION WITH OTHER SUPPLIERS


The Supplier shall fully cooperate with other Suppliers of the County of Union, the County of Union's employees, or the employees of others as may be required by circumstances or directed by the County of Union.

24. LICENSES AND PERMITS

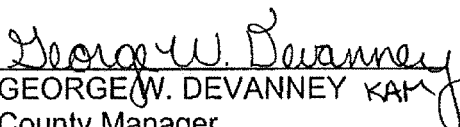
The Supplier shall be responsible for payment of any and all taxes and for obtaining any necessary or required licenses, permits required by Federal, State, County or local law or ordinance. In the event a sales tax or similar tax is imposed, Union County shall reimburse Supplier for said tax, provided that the Supplier has advised the vendor of the County's tax exempt status and the assessment is legal.

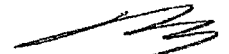
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



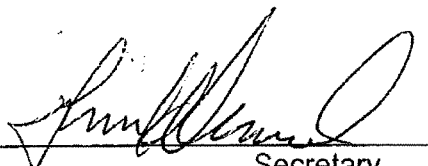
SHARDA BADRI, CLERK
Board of Chosen Freeholders
Nicole Tedeschi
APPROVED AS TO FORM

COUNTY OF UNION
BY 
GEORGE W. DEVANNEY, County Manager

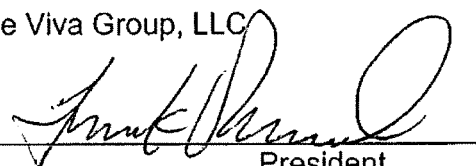


ROBERT E. BARRY, ESQ.
County Counsel

ATTEST:



Secretary

The Viva Group, LLC


President



COUNTY OF UNION

DEPARTMENT OF ENGINEERING & PUBLIC WORKS
Frank E. Dann Jr., Director

TO: Michael Yuska, Director
Division of Purchasing

FROM: Frank E. Dann, Jr., Director
Department of Engineering & Public Works

DATE: September 3, 2004

RE: BID: Snow Removal Services – REVISED SPECS

**BOARD OF
CHOSEN FREEHOLDERS**

- ANGEL G. ESTRADA
Chairman
- RICK PROCTOR
Vice-Chairman
- CHESTER HOLMES
- LEWIS MINGO, JR.
- ALEXANDER MIRABELLA
- MARY P. RUOTOLO
- DEBORAH P. SCANLON
- DANIEL P. SULLIVAN
- JOHN E. WOHLRAB

GEORGE W. DEVANNEY
County Manager

M. ELIZABETH GENIEVICH,
C.M.C., M.P.A.
*Deputy County Manager/
Director of Administrative
Services*

ROBERT E. BARRY, ESQ.
County Counsel

SILARDA BADRI
Clerk of the Board

Attached please find a copy of the specifications for the above captioned service, which the Division of Public Works would like to bid.

Please note no performance bond will be required as it was waived in previous years for these services.

Amount: Not to exceed \$80,000
Account Number: M-13-56-201-005-389

add'l 12 months

ROUTE A: Berkeley Heights & New Providence

Truck #1 \$ _____ per hour
Truck #2 \$ _____ per hour

ROUTE B: Summit & Mountainside

Truck #1 \$ _____ per hour
Truck #2 \$ _____ per hour

If you should have any questions, please do not hesitate to contact this office.

APPROVAL:

George W. Devanney
George Devanney, County Manager

DATE: *9/3/04*

FED/mdg
Attachments
f:\snop\wsvc03\doc

DIVISION OF PUBLIC WORKS

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, **OCTOBER 5, 2004**, at 10:30 a.m. prevailing time, in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza , Elizabeth, New Jersey for:

SNOW REMOVAL SERVICE

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.

The successful bidder shall comply with the Affirmative Action requirements of P.L. 1975, c.127 (N.J.A.C. 17:27, et seq.)

Bid packages may be obtained 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-Director of Purchasing

UNION COUNTY BOARD
CHOSEN FREEHOLDERS
We're Connected to You!



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES
M. Elizabeth Genievich, R.M.C., M.P.A.
Deputy County Manager/Director, Department of Administrative Services

[Handwritten signature]

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County Counsel

SHARDA BADRI
Clerk of the Board

MICHAEL M. YUSKA Q.P.A.
Director of Purchasing

SNOW REMOVAL SERVICE – PUBLIC WORKS BA #108-2004

BID SUBMISSION CHECK LIST

IMPORTANT NOTICE TO ALL BIDDERS-THE ITEMS LISTED BELOW SHALL ACCOMPANY ANY PROPOSAL. ALL DOCUMENTS SHALL BE ORIGINALS AND FILLED OUT COMPLETELY

1. BIDDING FORM PAGE
2. BIDDER SIGNATURE PAGE
3. BIDDER DISCLOSURE STATEMENT
4. NON-COLLUSION AFFIDAVIT STATEMENT
5. AFFIRMATIVE ACTION REQUIREMENT
6. AMERICANS WITH DISABILITIES FORM
7. STATE OF NJ DEPARTMENT OF THE TREASURY BUSINESS REGISTRATION CERTIFICATE

Date: 10/20/04 Each bidder should complete this form and initial each entry

NOTE: QUESTIONS PERTAINING TO THIS BID ARE TO BE DIRECTED TO 908-527-4131 OR 4136

Rev/03

DIVISION OF PURCHASING

Elizabethtown Plaza

Elizabeth, NJ 07207

Administration Building
(908)527-4130

fax(908)558-2548

www.ucnj.org

We're Connected to You!

GENERAL SPECIFICATIONS

Revised June 2003-
Commodities

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 room 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. Erasures or alterations must be initialed by the bidder in ink. Bid prices will be accepted only on the Bidding Sheet supplied. Unit prices and totals must be inserted in the space provided. In the event of a discrepancy between the unit price given and the extended total, the unit price shall govern.

Alternate bids will not be accepted unless specifically requested.

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 Subcontractors must also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

Bidders shall be required to furnish their literature and or samples where feasible and specifications of the items proposed to be supplies along with the sealed bid.

2. BID AND PERFORMANCE GUARANTEE

Each bidder may be asked to 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. It is understood by the bidder this Bid guarantee shall be forfeited to the County of Union as liquidated damages and not as a penalty. Checks shall be drawn to the order of the County of Union, New Jersey.

Each bidder may be asked to furnish with the bid, a 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. 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 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 successful bidder is to pay for the required Performance Bond and Maintenance Bond. Failure to sign the contract or furnish the Performance or Maintenance bonds on the part of the successful bidder as required by law shall be sufficient cause to annul the award.

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 guarantees 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 a 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. PREFERENCE FOR DOMESTIC PRODUCTS

Only manufactured products of the United States, whenever available, shall be used in connection with this undertaking, pursuant to N.J.S.A. 40A:11-18 of the Revised statutes of the State of New Jersey.

9. 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. Automobile Liability Insurance in any amount of not less than \$500,000 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.

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. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$1,000,000 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
- c) 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

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.

10. 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.

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.

11. 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 thereto 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.

12. 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.

13. 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 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 days, the County of Union will declare the vendor as being non responsive and award the contract to the next lowest bidder.

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

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 race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the armed Forces of the United States, or nationality;

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act..

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality, 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.

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 race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

New Mandatory Requirement -Effective 9/1/2004

The recently enacted P.L. 2004, c57, requires that effective September 1, 2004; a contracting agency must receive proof of the bidder's business registration with the bid submission. If subcontractors are named on the bid, proof of the business registration for each must be provided with the bid submission. Proof of business registration shall be a copy of a "Business Registration Certificate" issued by the Department of the Treasury, Division of Revenue.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid is considered a **MANDATORY REJECTION** of bids (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction bids. N.J.S.A. 40A:11-23.2 adds business registration to the mandatory list of documents submitted in a construction bid. A copy of the Business Registration Certificate **MUST** be included with **EACH** bid submission.

IN ADDITION:

The contractor shall provide written notice to all subcontractors and suppliers not specifically named on the bid 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.

STATE OF NEW JERSEY		DEPARTMENT OF TREASURY
BUSINESS REGISTRATION CERTIFICATE		DIVISION OF REVENUE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		PO BOX 282 TRENTON NJ 08646-0282
TAXPAYER NAME:	TRACER NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-057-3827000	0107000	
ADDRESS:	ISSUANCE DATE:	
547 FOX BLING AVE	07/14/04	
TRENTON NJ 08611		
EFFECTIVE DATE:		
01/01/04		
FORM TUC(02-03)		

J.P. S. Kelly
Tax Director

This Certificate is NOT acceptable or transferable. It must be reproduced, displayed at above address.

SPECIFICATIONS FOR THE RENTAL OF SNOW REMOVAL EQUIPMENT

The purpose and intent of this bid is to obtain a responsible contractor to supplement the existing snow removal workforce and equipment of the County of Union when and if the need arises. The length of the initial contract will be for 24 consecutive months with an option for a 24 month extension.

The contractor is to furnish the specified equipment for the removal of snow from the county roads in the County of Union. The equipment shall be of the following types:

Four (4) Five Cubic Yard Dump Trucks (minimum size allowed) with snowplows per contractor. The snowplow blade must be a minimum of ten (10) feet wide.

Snow removal service will be divided into two (2) routes, requiring two (2) contractors per route.

Route A: Berkeley Heights and New Providence
Route B: Summit and Mountainside

All vehicles must be in good mechanical condition equipped with snow treaded tires.

The contractor shall furnish all labor for operating and servicing the equipment, necessary ballast, fuel, lubrication, and all other expenses incidental thereto.

The contractor shall, at all times, employ in the operation of his trucks or equipment, operating personnel experienced in snow removal work and thoroughly familiar with the assigned routes or other responsibilities. All drivers must possess a valid N.J. Class B CDL Driver's License. The County, through the Director of Public Works or his representative, reserves the right to order the contractor to remove and replace any employee for reasons of improper conduct, incompetence or such other reasons as may prevent the property and orderly execution of the work.

The contractor shall discontinue his assigned activity immediately upon being directed to do so by the Director of Public Works or his authorized representative, at which time his hourly rate shall cease. For any continuous single period of operation the County agrees to pay the contract rate(s) specified.

No hourly charges shall be incurred hereunder by the contractor during any snowfall without the authorization of the Director of Public Works or his authorized representative. Travel time to and from the assigned County route shall not be included in the contractor's hourly charges.

All work done hereunder shall be performed under the general supervision of the Director of Public Works or his authorized representative. At all times during performance of the work, the contractor shall adhere strictly to the route or function assigned him by said Director or his representative.

If, during performance of his work, the contractor's equipment shall experience a mechanical breakdown, or otherwise fail to properly perform, the hourly rate of pay shall cease until such time as satisfactory performance has been resumed.

The County guarantees a minimum payment to the contractor for each DUMP TRUCK listed at the end of the snow removal season. The payment shall be calculated as the difference between \$1000.00 and the amount actually paid under the contract. This payment shall not exceed \$1000.00 for each DUMP TRUCK listed and will reimburse the contractor for losses incurred due to lack of snow.

The contractor shall be required to attend a Pre-Season Meeting to be held at the Division of Public Works, after execution of the contract, to receive route assignments and other applicable instructions.

The contractor shall make available to the duly authorized representative of the County its time sheets or any other record information that may be required by the County to substantiate charges made pursuant to this Agreement.

NOT TO EXCEED A TOTAL OF 200 HOURS PER TRUCK FOR THE 24 MONTH PERIOD OF CONTRACT

The 200 hours is a estimate and shall not be construed as a guarantee. Contract will be awarded to the responsible and responsive bidder with the lowest Grand Total.

THE TERM OF THE CONTRACT SHALL BE FOR 24 CONSECUTIVE MONTHS AND SHALL START WHEN THE COUNTY/VENDOR AGREEMENT IS EXECUTED AND UPON EXPIRATION OF THE PREVIOUS CONTRACT.

BIDDING FORM

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS THE UNDERSIGNED HEREBY AGREES TO PROVIDE SNOW REMOVAL SERVICE FOR VARIOUS UNION COUNTY ROADS WITHIN THE COUNTY OF UNION, NEW JERSEY.

The 200 Hours indicated below represents an estimate for 24 months of the contract.

Route A: Berkeley Heights & New Providence

Truck #1 \$ 170.00 per hour X 200 Hours = \$ 34,000.00
Truck #2 \$ 170.00 per hour X 200 Hours = \$ 34,000.00

Route B: Summit & Mountainside

Truck #1 \$ 170.00 per hour X 200 Hours = \$ 34,000.00
Truck #2 \$ 170.00 per hour X 200 Hours = \$ 34,000.00

Grand Total \$ 136,000.00
Not to exceed

PROVISION FOR (1) TWO YEAR 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.

THE BIDDER MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE

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). **Copy of resolution must accompany the bid**.
4. The Person who signs this bid form **must also** sign the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

SIGNATURE
CORPORATE SECRETARY

PRINT NAME AND TITLE
CORPORATE SECRETARY

AFFIX CORPORATE SEAL

THE VIVA GROUP LLC.
NAME OF BIDDER

3 P.O. Box 192
ADDRESS OF BIDDER

BERKELEY HEIGHTS. N.J. 07922

TELEPHONE: 908.754.4944

BY: Frank Vicenese
SIGNATURE

FRANK VICENESE PRESIDENT
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

BIDDER DISCLOSURE STATEMENT REV. 3/27/92

Bidder Disclosure Statement must be fully and accurately completed.
**FAILURE TO PROPERLY COMPLETE THIS BIDDER DISCLOSURE STATEMENT, MAY
RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE**

I. Business Form:

Indicate the business form by placing an "X" in the appropriate box:

- () CORPORATION () PARTNERSHIP
(X) OTHER – If Other, Specify: LIMITED LIABILITY CORP.

Names of Officers of Corporation, or Partners

	<u>NAME</u>	<u>TITLE</u>
1.	FRANK VICENDESE	PRESIDENT
2.	MARGARITA VOROBYOVA	VICE-PRESIDENT
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

BIDDER'S NAME: THE VIVA GROUP LLC.

BIDDER DISCLOSURE STATEMENT – CONTINUED

Rev. 4/24/97

N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, CH. 33, requires all corporate and partnership bidders for state, county, municipal or school district contracts to submit a list of names and addresses of all stockholders owning 10% or more of their stock or 10% or more of the stock of the corporate stockholders or in the case of partnership the names and addresses of those partners owning 10% or greater interest in the partnership.

You must set forth the name, home address, title and percentage of ownership of every person who is an owner of the Bidder.

II. Principals:

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>TITLE</u>	<u>% OF OWNERSHIP</u>
1. FRANK VICENDESE	[REDACTED]	PRESIDENT	50%
2. MARGARITA VOROBYOVA	[REDACTED]	VICE PRESIDENT	50%
3.	[REDACTED]		
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.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>TITLE</u>	<u>% OF OWNERSHIP</u>
1.			
2.			
3.			
4.			
5.			

BIDDER'S NAME: THE VIVA GROUP LLC.

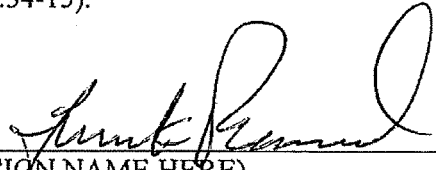
NON-COLLUSION AFFIDAVIT

Rev. 1/22/93


STATE OF NEW JERSEY SS:
COUNTY OF UNION

I ~~FRANK VILENDSE~~ the City of ~~Beverly Hills~~ in the County of UNION and the State of NEW JERSEY, of full age, being duly sworn according to law, on my oath depose and say that: I am PRESIDENT of the firm of THE VIVA GROUP LLC the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, 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 THE VIVA GROUP LLC (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 4 day of Oct, 2004.


Notary Public of the State of NJ

My Commission expires _____
Anna R. Adubato
Notary Public of New Jersey
My Commission Expires December 11, 2005

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, YOUR BID WILL BE REJECTED.

AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirement 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.

THE VIVA GROUP LLC
Print or type firm name here

Frank Vicendese
Sign name and title here
(Original signature only, stamped signature not accepted)

FRANK VICENDESE PRES.
Print or type name and title here

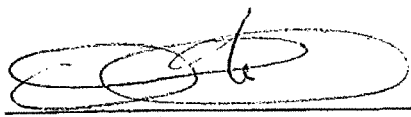
OCTOBER 4, 2004
Print or type date this form is completed

THE BIDDER MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE

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). Copy of resolution must accompany the bid.
4. The Person who signs this bid form must also sign the Non-Collusion Affidavit.
5. You cannot witness your own signature.

The Viva Group LLC
NAME OF BIDDER

*
*
*
*
*
*
*
*


SIGNATURE
CORPORATE SECRETARY

Anna R. Adurto
Notary Public of New Jersey
My Commission Expires December 11, 2005

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: 908-754-4944 OFF CELL

BY: Frank Vicenness
SIGNATURE

AFFIX CORPORATE SEAL

FRANK VICENNESS PRESIDENT
PRINT OR TYPE NAME AND TITLE

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE, YOUR BID MAY BE REJECTED!!!!!!!

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A — COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 22-3842010	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES NOV 2004 THE ENTIRE COMPANY AFFIRMATIVE ACTION OFFICE
4. COMPANY NAME THE VIVA GROUP LLC		
5. STREET P O Box 192	CITY BERKELEY HEIGHTS	COUNTY UNION
	STATE N.J.	ZIP CODE 07922
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) N/A		
7. CHECK ONE: IS THIS COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY
COUNTY OF UNION	ELIZABETH	UNION
	STATE N.J.	ZIP CODE 07207
OFFICIAL USE ONLY	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B — EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (COLS. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	MALE AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	FEMALE AMER. INDIAN	ASIAN	NON MIN.
Office Managers	1	1	0										
Professionals													
Technicians													
Sales Workers	2	1	1										
Office & Clerical	1	0	1										
Craftworkers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	4	2	2										
Total employment from previous Report (If any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED? MO DAY YEAR
13. DATES OF PAYROLL PERIOD USED FROM: TO:		

SECTION C — SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) FRANK VILENDISS	SIGNATURE <i>Frank Vilendiss</i>	TITLE PRESIDENT	DATE 10 29 04 MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE
[REDACTED]		ZIP CODE	PHONE (Area Code, No., Extension)
[REDACTED]		[REDACTED]	[REDACTED]

Home Address Redacted per OPRA

cell phone # Redacted per OPRA

EXHIBIT A
P.L. 1975, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation 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.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name FRANK VICENDESE (please print or type)

Signature 

Date OCT. 4, 2004

09/28/04

Taxpayer Identification# 223-842-010/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.


We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,


John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: THE VIVA GROUP, LLC	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 223-842-010/000	SEQUENCE NUMBER: 0954013	
ADDRESS: 50 MOUNT BETHEL ROAD WARREN NJ 07059	ISSUANCE DATE: 09/28/04	
EFFECTIVE DATE: 10/29/01	 Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



COUNTY OF UNION

Part C - GOVERNMENT RECORDS REQUEST RESPONSE

Requestor: Tina Renna

Request Date: 10/10/13

- Document(s) provided: one e-file pages, at a total cost of: no fee. 2004 Viva Group Contract
- Special Service Charge imposed - Reason: _____, cost: _____
- Document(s) have been inspected by the requestor on the date shown below: _____ documents, _____ total pages
- Document(s) not provided (see below)

The document(s) you have requested that are checked below are NOT being provided because the document(s) are considered privileged or are otherwise exempt from public access, as provided by applicable law:

- | Privileged or Protected Category | Authority for Denial or Redaction |
|---------------------------------------------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Advisory, Consultative or Deliberative material | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Autopsy Photos / Video | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Attorney-Client Privilege Information | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Computer Security Information | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Criminal Investigatory Records | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Credit Card Numbers | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Domestic Security (Sabotage or Terrorism) | Executive Order 21 (McGreevey) |
| <input type="checkbox"/> Grievance Information with public employer | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Drivers' License Numbers | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Electronic Surveillance Materials | N.J.S.A. 2A:156A-19 |
| <input type="checkbox"/> Emergency or Security Information or Procedures | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Employee Sexual Harassment Complaints | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Fingerprint Cards | Executive Order 9 (Hughes) |
| <input type="checkbox"/> Individual's Medical, Financial, or Tax records | Executive Order 26 (McGreevey) |
| <input type="checkbox"/> Insurance Communications | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Investigation in Progress | N.J.S.A. 47:1A-3.a |
| <input type="checkbox"/> Labor Negotiation Information (strategy or positions) | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Personnel or Pension Records | N.J.S.A. 47:1A-10 |
| <input type="checkbox"/> Photographs of Crime Scene | Executive Order 9 (Hughes) |
| <input type="checkbox"/> Proprietary Information | N.J.S.A. 47:1A-1.1, et seq. |
| <input checked="" type="checkbox"/> Reasonable Expectation of Privacy - <u>cell phone #</u> | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Resumes of unsuccessful applicants | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Safety of persons or the public | Executive Order 26 (McGreevey) |
| <input type="checkbox"/> Security Measures and Surveillance Techniques | Executive Order 69 (Whitman) |
| <input type="checkbox"/> Social Security Numbers | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Test Questions, Scoring Keys, or other Exam Data | N.J.S.A. 47:1A-1.1, et seq. |
| <input type="checkbox"/> Victim records | Executive Order 26 (McGreevey) |
| <input type="checkbox"/> Record has been destroyed/not retained pursuant to: | N.J.S.A. 47:1A-1.1; N.J.S.A. 2A:82-46b |
| <input type="checkbox"/> Other | Records Retention and Disposition Schedule |

You have a right to appeal this decision that the documents requested are not accessible. You may take your appeal to the Government Records Council (GRC) or to the New Jersey Superior Court as provided by N.J.S.A. 47:1A-6 and 7. Please see the attached "Part D - Procedures to Challenge Denial of Access to Government Records" and GRC information.

Date: 10/18/13
[Signature]
County Official

ACKNOWLEDGMENT

I hereby acknowledge that I have received copies of, or have been permitted to view/inspect, the documents requested except for any documents specifically listed above on which a determination has been made that the documents could not be provided in accordance with applicable law. If any documents have not been provided, I have received information as to the procedures for an appeal of the determination.

Date: _____
Requestor's Signature