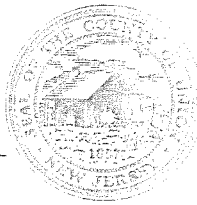


676-05



COUNTY OF UNION

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

August 9, 2005

**BOARD OF
CHOSEN FREEHOLDERS**

RICK PROCTOR
Chairman

ALEXANDER MIRABELLA
Vice-Chairman

ANGEL G. ESTRADA

CHESTER HOLMES

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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

NICOLE L. TEDESCHI, M.P.A.
Clerk of the Board

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

**Re: BA 49-2005 Tools & Supplies for Maintenance
Repair Operations**

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
Parks & Recreation
Division of Facilities Management
Public Works
County Counsel
Purchasing

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908) 527-4250

fax (908) 289-4230

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

BA #: 49-2005

BID ACCEPTANCE AGREEMENT AUTHORIZATION

John Polesick
AFFIRMATIVE ACTION OFFICER

BID OPENING ON:

By Resolution #
751-2005

DATE: 7/1/05

DATE: JUNE 1, 2005

BIDS REVIEWED AND APPROVED AS TO FORM BY:



Of the Board of Chosen Freeholders of the County of Union



APPROVED AS TO SUFFICIENCY OF FUNDS BY:

Robert Taylor
ASSISTANT COUNTY COUNSEL

J. Koch
DEPARTMENT OF FINANCE

DATE ADOPTED: 7/28/05

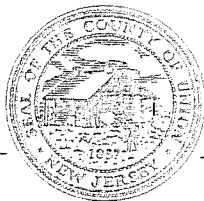
SUBJECT TO INCLUSION AND ADOPTION OF THE 2006 2007 BUDGET

DATE: 6-1-2005

7/5/05

APPROPRIATION #	BID ITEM	ATTACHED PLEASE FIND:
	DEPARTMENT OF PARKS, RECREATION & FACILITIES and DIVISION OF PUBLIC WORKS	
	TOOLS & SUPPLIES FOR MAINTENANCE REPAIR OPERATIONS	
	ITEMS # 1, 2, 3 and 5	
	Bayway Lumber 400 Ashton Avenue Linden, NJ 07036 BAY02	
	Items #2 and #3 Only	ATTACHED PLEASE FIND:
M-13-56-201-005-341	\$ 11,666.66 (First 5 months)	Copy of recommendation letters from Frank Dann, Jr Director Dept of Engineering & Public Works Niel Palmieri, Director Division of Facilities Management and Charles Sigmund, Director Dept of Parks, Recreation & Facilities
M-13-56-201-006-341	\$ 28,333.34 (19 months)	
M-13-56-201-007-341	TOTAL \$ 40,000.00 Not to Exceed	
	Facilities Management	
	Items #1, #2, #3 and # 5	
5-01-28-376-593-344	\$ 29,166.67 (First 5 months)	
5-01-28-376-593-353	\$ 14,583.33 (First 5 months)	
5-01-28-376-593-338	\$ 58,333.34 (First 5 months)	
6-01-28-376-593-344		Original plus three (3) copies of signed bid forms from Bayway Lumber and The Viva Group
7-01-28-376-593-344		
6-01-28-376-593-353		
7-01-28-376-593-353		
6-01-28-376-593-338		
7-01-28-376-593-338	\$247,916.66 (19 months)	
	TOTAL \$ 350,000.00 Not to Exceed	

APPROPRIATION #	BID ITEM	EXPLANATION
Parks & Recreation 5-01-08-370-590-338	Items #1, #3 and #5 \$ 27,708.33 (First 5 months)	
6-01-28-370-590-338 7-01-28-370-590-338	\$ 67,291.67 (19 months) TOTAL \$ 95,000.00 Not to Exceed	
	<p style="text-align: center;">Item #4</p> The Viva Group, LLC PO Box 192 Berkely Heights, NJ 07922 Vendor #: VIV00	
Public Works M-13-56-201-005-341	\$ 8,750.00 (First 5 months)	
M-13-56-201-006-341 M-13-56-201-007-341	\$ 21,250.00 (19 months) TOTAL \$ 30,000.00 Not to Exceed	
Facilities Management 5-01-28-376-593-341	\$ 29,166.67 (First 5 months)	
6-01-28-376-593-341 7-01-28-376-593-341	\$ 70,833.33 (19 months) TOTAL \$ 100,000.00 Not to Exceed	
Parks & Recreation 5-01-28-370-590-338	\$ 2,916.67 (First 5 months)	
6-01-28-370-590-338 7-01-28-370-590-338	\$ 7,083.33 (19 months) TOTAL \$ 10,000.00 Not to Exceed	
	TOTAL CONTRACT: \$ 625,000.00 NOT TO EXCEED FOR 24 MONTHS	



COUNTY OF UNION

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

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ROBERT E. BARRY, ESQ.
County Counsel

NICOLE L. TEDESCHI
Clerk of the Board

MICHAEL M. YUSKA Q.P.A.
Division Director

MEMORANDUM

TO: County Counsel
FROM: Heidi Garcia
DATE: July 11, 2005
RE: Tools & Supplies for Maintenance Repair Operations
Bid # 49-2005

Listed below are the totals for each of the vendors awarded for Tools & Supplies for Maintenance Repair Operations Bid:

Bayway Lumber \$ 485,000.00

The Viva Group, LLC \$ 140,000.00

GRAND TOTAL OF CONTRACT: \$ 625,000.00
(Not to Exceed)

Any questions or concerns please give me a call.

Thank you.

DIVISION OF PURCHASING

Elizabethtown Plaza

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

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AGREEMENT

THIS AGREEMENT made and entered into this 9 day of Aug 2005, 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.

WITNESSETH that the County and the Supplier, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

1. SPECIFICATIONS

The Supplier for the sum not to exceed \$140,000.00 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 tools and supplies for maintenance and repair operations 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 contract shall commence when the county/vendor Agreement is executed. The County reserves the right to terminate this Agreement with written notice to the Contractor thirty (30) days prior to such action.

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. BUSINESS REGISTRATION CERTIFICATE

In accordance with P.L. 2004, Chapter 2004, no contract shall be entered into by the COUNTY unless the Vendor provides a copy of its business registration in accordance with the following schedule:

(1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or

(2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

Further, a subcontractor shall provide a copy of its business registration to the Vendor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the contract.

The Vendor shall maintain and submit to the COUNTY a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

(REVISED 1/05)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to 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, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under

this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age,

creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

10. PAYMENT

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

11. 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.

12. 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.

13. 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.

14. INDEMNIFICATION

The Supplier shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims for 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 or any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. SUBCONTRACTING

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

23. PRICE CHANGES

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

24. 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.


25. 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, either individually or by their duly authorized representative, set their hands and seals the day and year first above written."

ATTEST:

COUNTY OF UNION



NICOLE L. TEDESCHI, CLERK
Board of Chosen-Freeholders

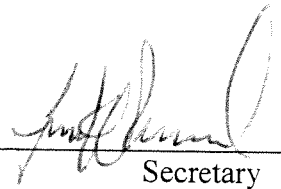
BY 

GEORGE W. DEVANEY
County Manager

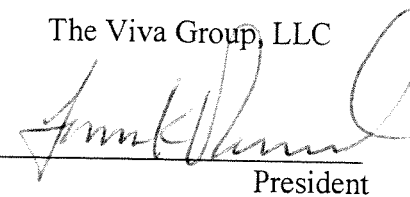
APPROVED AS TO FORM

ROBERT E. BARRY, ESQ.
County Counsel

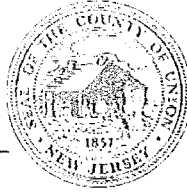
ATTEST:



Secretary

The Viva Group, LLC


President



COUNTY OF UNION

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

MEMORANDUM

**BOARD OF
CHOSEN FREEHOLDERS**

RICK PROCTOR
Chairman

ALEXANDER MIRABELLA
Vice-Chairman

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

ROBERT E. BARRY, ESQ.
County Counsel

NICOLE L. TEDESCHI
Clerk of the Board

TO: Michael M. Yuska, Director
Purchasing

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

DATE: April 29, 2005

RE: Bid Specifications

Below please find the specifications for advertised bidding for the Department of Engineering & Public Works, Division of Public Works.

Item: Construction/Outdoor Tools and Supplies:
As printed in the Maintenance Repair Operations
Catalog (MRO, Edition 15) Pages 705 – 756
(Construction/Outdoor Tools and Supplies)

Specs: Percentage off the prices as printed in the referenced
Catalog.

Amount: \$30,000.00

Account: M-13-56-201-005-341 (Public Works) \$ 8,750.00
M-13-56-201-006-341 (Public Works) \$ 6,250.00
M-13-56-201-007-341 (Public Works) \$15,000.00

Please contact me should you have any questions or require additional information.

Thank you.

/cmm

DIVISION OF PUBLIC WORKS

2371 South Avenue

Scotch Plains, NJ 07076

(908)789-3660

fax(908)789-3227

www.ucnj.org

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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, **June 1, 2005**, at 10:30 a.m. prevailing time, in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

TOOLS AND SUPPLIES FOR MAINTENANCE REPAIR OPERATIONS

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
OF CHOSEN FREEHOLDERS

We're Connected to You!

BIDDER SIGNATURE PAGE

Rev. 2/9/00

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.

THE VIVA GROUP LLC
NAME OF BIDDER

P.O. Box 192
BERKELEY HTS. N.J.
07922

ADDRESS OF BIDDER

Anna R. Adubato
Notary Public of New Jersey
My Commission Expires December 11, 2007

TELEPHONE: 908-754-4944

BY: [Signature]
SIGNATURE

[Signature]
6/6/05

[Signature]
SIGNATURE
CORPORATE SECRETARY

FRANK VICENDESE
PRINT NAME AND TITLE
CORPORATE SECRETARY

AFFIX CORPORATE SEAL

FRANK VICENDESE, 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

HAVING CAREFULLY READ THE PROPOSAL, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO FURNISH AND DELIVER TOOLS AND SUPPLIES FOR MAINTENANCE REPAIR OPERATIONS FOR VARIOUS ENTITIES OF THE COUNTY OF UNION.

IF A BRAND NAME IS GIVEN, THE TERM "OR APPROVED EQUAL" IS CONSIDERED TO FOLLOW THE NAME. WHEREVER A BRAND NAME IS USED, IT IS MEANT TO DENOTE THE MINIMUM LEVEL OF QUALITY AND PERFORMANCE.

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>DISCOUNT</u>
1	PLUMBING SUPPLIES MRO-EDITION 15 PAGES 401-592	<u>38</u> %
2	SAFETY EQUIPMENT & MATERIAL HANDLING MRO-EDITION 15 PAGES 261-304	<u>35</u> %
3	HARDWARE & FASTENERS MRO-EDITION 15 PAGES 205-260 PAGES 189-204	<u>38</u> %
4	CONSTRUCTION/OUTDOOR TOOLS & SUPPLIES MRO-EDITION 15 PAGES 705-756	<u>30</u> %
5	ELECTRICAL SUPPLIES MRO-EDITION 15 PAGES 593-704	<u>38</u> %

F.O.B. DESTINATION: VARIOUS LOCATIONS WITHIN THE COUNTY OF UNION

NAME OF BIDDER: THE VIVA GROUP LLC.

[Handwritten signature]


EXTENSION FORM FOR UNION COUNTY
COOPERATIVE PRICING 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 PRICING 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 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 COUNTY OF UNION WILL BE AWARDED TO SAID LOWEST RESPONSIBLE RESPONSIVE BIDDER AND SPECIFICALLY **NOT** MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY.


Initial

NAME OF BIDDER: THE VIVA GROUP LLC

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-REPOSIVE

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

NAME

TITLE

- 1. FRANK VICENDESE PRESIDENT
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

NAME OF BIDDER: THE VINA GROUP LLC

BIDDER DISCLOSURE STATEMENT - Continued

Rev. 4/27/97

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 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:

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1. FRANK VICENDESE	[REDACTED]	PRES.	100%
2.	[REDACTED]		
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.			

NAME OF BIDDER: THE VINA GROUP LLC

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF NEW JERSEY


SS:

COUNTY OF UNION

I FRANK VICENDESE of the City of BERKELEY HEIGHTS, 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 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 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 31 day of MAY, 2005.



Notary Public of the State of _____

My Commission expires _____

Arnie P. Adibato
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, YOU BID WILL BE REJECTED.

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

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

A. Procurement, Professional & Service Contracts

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

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

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

THE VIVA GROUP LLC
Print or type FIRM NAME here

Frank Vicendese PRESIDENT
Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

FRANK VICENDESE PRESIDENT
Print or type NAME and TITLE here

MAY 31, 2005
Print or type DATE this form is completed

010012

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.

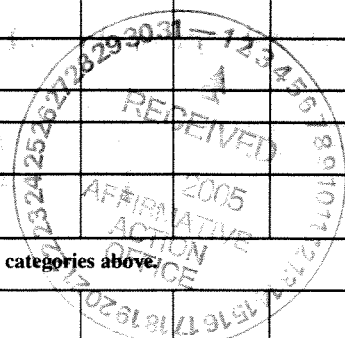
SECTION A — COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 22-3842010	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input checked="" type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 4
4. COMPANY NAME THE VIVA GROUP LLC		
5. STREET P.O. Box 192	CITY BERKELEY HEIGHTS	COUNTY UNION
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		STATE N.J.
		ZIP CODE 07922
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 4		
10. PUBLIC AGENCY AWARDED CONTRACT COUNTY OF UNION	CITY ELIZABETH	COUNTY UNION
		STATE N.J.
		ZIP CODE 07207
OFFICIAL USE ONLY	DATE RECEIVED	INAUG. DATE
		ASSIGNED CERTIFICATION NUMBER

SECTION B — EMPLOYMENT DATA

11. Report all permanent 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	***** MALE *****					***** FEMALE *****			
				HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Office Managers	7	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													



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 type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO. DATE LAST REPORT SUBMITTED? 10 28 04 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 VICENDESE	SIGNATURE <i>Frank Vicendese</i>	TITLE PRESIDENT	DATE 6 13 05 MO DAY YEAR
17. ADDRESS NO. & STREET PO BOX 192	CITY BERKELEY HEIGHTS	COUNTY UNION	STATE NJ
ZIP CODE 07922		PHONE (Area Code, No., Extension)	

cell phone redacted per OPRA.

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 FRANK VICENDESE (Please print or type)

Signature  Date MAY 31, 2005

NAME OF BIDDER: The Viva Group LLC

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.

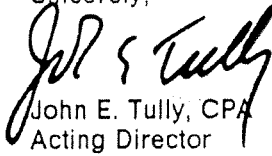
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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.

09/28/04



COUNTY OF UNION

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

TOOLS & SUPPLIES FOR MAINTENANCE REPAIR OPERATIONS BA#49-2005

BOARD OF CHOSEN FREEHOLDERS

RICK PROCTOR
Chairman

ALEXANDER MIRABELLA
Vice-Chairman

ANGEL G. ESTRADA

CHESTER HOLMES

BETTE JANE KOWALSKI

ADRIAN O. MAPP

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

NICOLE L. TEDESCHI
Clerk of the Board

MICHAEL M. YUSKA Q.P.A.
Division Director

BID SUBMISSION CHECK LIST

**IMPORTANT NOTICE TO ALL BIDDERS – THE ITEMS LISTED BELOW
SHALL ACCOMPANY ANY PROPOSAL. ALL DOCUMENTS SHALL BE
ORIGINALS**

- | | | | |
|---|-------------------------------------|----|--|
|  | <input checked="" type="checkbox"/> | 1. | Bid Form Page(s) |
|  | <input checked="" type="checkbox"/> | 2. | Bidder Signature Page – fill out completely |
|  | <input checked="" type="checkbox"/> | 3. | Non-Collusion Affidavit – fill out completely and notarize |
|  | <input checked="" type="checkbox"/> | 4. | Bidder Disclosure Statement (2 pages) – fill out completely |
|  | <input checked="" type="checkbox"/> | 5. | Affirmative Action Requirement |
|  | <input checked="" type="checkbox"/> | 6. | Americans with Disabilities Form |
|  | <input checked="" type="checkbox"/> | 7. | Copy of State of NJ Department of Treasury Business Registration Certificate |
|  | <input checked="" type="checkbox"/> | 8. | Extension Form for U.C. Cooperative Pricing System - Page 10 |

Date: 5/31/05 Each bidder should complete this form and initial each entry

**NOTE: ALL QUESTIONS PERTAINING TO THIS BID ARE TO DIRECTED
TO THE DIVISION OF PURCHASING AT (908) 527-4053 OR (908) 527-4131**

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!

The Viva Group, LLC.

50 Mount Bethel Road, Warren, NJ 07059
Office: 908-754-4944 Fax: 908-754-2155 Cell: [REDACTED]

JUNE 6, 2005

COUNTY OF UNION
DIV. OF PURCHASING
ELIZABETH, N.J. 07207

DEAR HEIDI,

ACCORDING TO MY RECORDS, A COPY OF AFFIRMATIVE ACTION CERTIFICATE WAS SENT WITH THE BID. IF YOU NEED UPDATED OR RENEWED INFORMATION PLEASE MAIL OR FAX TO MY OFFICE. THANK YOU FOR ATTENTION TO THIS MATTER.

SINCERELY,

Grant Secord



COUNTY OF UNION

Part C - GOVERNMENT RECORDS REQUEST RESPONSE

Requestor: Tina Runna

Request Date: 10/10/13

- Document(s) provided: one file pages, at a total cost of: no fee. 2005 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

- Advisory, Consultative or Deliberative material
- Autopsy Photos / Video
- Attorney-Client Privilege Information
- Computer Security Information
- Criminal Investigatory Records
- Credit Card Numbers
- Domestic Security (Sabotage or Terrorism)
- Grievance Information with public employer
- Drivers' License Numbers
- Electronic Surveillance Materials
- Emergency or Security Information or Procedures
- Employee Sexual Harassment Complaints
- Fingerprint Cards
- Individual's Medical, Financial, or Tax records
- Insurance Communications
- Investigation in Progress
- Labor Negotiation Information (strategy or positions)
- Personnel or Pension Records
- Photographs of Crime Scene
- Proprietary Information
- Reasonable Expectation of Privacy - Home Address
Cell phone #
- Resumes of unsuccessful applicants
- Safety of persons or the public
- Security Measures and Surveillance Techniques
- Social Security Numbers
- Test Questions, Scoring Keys, or other Exam Data
- Victim records
- Record has been destroyed/not retained pursuant to:
- Other

Authority for Denial or Redaction

- N.J.S.A. 47:1A-1.1, et seq.
- N.J.S.A. 47:1A-1.1, et seq.
- N.J.S.A. 47:1A-1.1, et seq.
- N.J.S.A. 47:1A-1.1, et seq.
- N.J.S.A. 47:1A-1.1, et seq.
- N.J.S.A. 47:1A-1.1, et seq.
- Executive Order 21 (McGreevey)
- N.J.S.A. 47:1A-1.1, et seq.
- N.J.S.A. 47:1A-1.1, et seq.
- N.J.S.A. 2A:156A-19
- N.J.S.A. 47:1A-1.1, et seq.
- N.J.S.A. 47:1A-1.1, et seq.
- Executive Order 9 (Hughes)
- Executive Order 26 (McGreevey)
- N.J.S.A. 47:1A-1.1, et seq.
- N.J.S.A. 47:1A-3.a
- N.J.S.A. 47:1A-1.1, et seq.
- N.J.S.A. 47:1A-10
- Executive Order 9 (Hughes)
- N.J.S.A. 47:1A-1.1, et seq.
- N.J.S.A. 47:1A-1.1, et seq.
- Executive Order 26 (McGreevey)
- Executive Order 69 (Whitman)
- N.J.S.A. 47:1A-1.1, et seq.
- N.J.S.A. 47:1A-1.1, et seq.
- Executive Order 26 (McGreevey)
- N.J.S.A. 47:1A-1.1; N.J.S.A. 2A:82-46b
- 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: 10/21/13

Mu
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 _____