



COUNTY OF UNION 922

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

August 10, 2007

*1020 2007-0720
end 8/10/09*

**BOARD OF
CHOSEN FREEHOLDERS**

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County Manager

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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. DIRADO,
R.M.C., M.P.A.
Clerk of the Board

The Viva Group, LLC
50 Mount Bethel Road
Warren, NJ 07059

**Re: BA 76-2007 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. DiRado, Clerk of the Board
County Counsel
Facilities Management
Sheriff's Office
Public Works
County Police
Runnells Hospital
Emergency Management
Purchasing

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908)527-4250

fax (908)289-4230

www.ucnj.org

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BA# 76-2007

BID OPENING ON

June 5, 2007

BIDS REVIEWED AND APPROVED AS TO FORM BY

[Signature]
ASSISTANT COUNTY COUNSEL

DATE 6.8.2007

BID ACCEPTANCE AGREEMENT AUTHORIZATION

By Resolution #
2007-720



Of the Board of Chosen Freeholders of



DATE ADOPTED

7/26/07

DATE

6/21/07

CONTRACT REVIEWED AND APPROVED FOR AFFIRMATIVE ACTION LANGUAGE AND EVIDENCED BY

[Signature]
AFFIRMATIVE ACTION OFFICER

DATE

6-21-07

APPROVED AS TO SUFFICIENCY

SUBJECT TO SUFFICIENCY OF FUNDS WHEN ORDERED DEPARTMENT OF FINANCE

APPROPRIATION #

BID ITEM

EXPLANATION

As an open end contract clearly specified as such in the bid specifications, and pursuant to N J A C 5 30-5 5 Methods of accounting for and certifying available funds for special situations (b) Open end contracts When a contract provides for certain goods or services to be provided upon request, up to an established maximum, and the local unit is not obligated to order, accept or pay for said goods or services except when it orders them, then the certification of available funds shall be as follows 2 No amount shall be chargeable or certified until such time as goods or services are ordered or otherwise called for Prior to incurring the liability by placing the order, the certification of available funds shall be made by the chief financial officer or certifying finance officer, as appropriate, and attached to the file copy of the purchase order or other such documents It shall be the responsibility of the official responsible for issuing the purchase order to notify and seek the certification of availability of funds from the chief financial officer or certifying financial officer, as appropriate

Facilities Management, Parks, Recreation & Facilities Management, Public Works, Sheriff's Office, County Police, Runnells Specialized Hospital and Emergency Management

TOOLS & SUPPLIES FOR MAINTENANCE REPAIR OPERATIONS

The Viva Group, LLC
50 Mount Bethel Road
Warren, NJ 07059
Vendor # VIV00

- Category # 1 46% Discount
- Category # 2 50% Discount
- Category # 3 50% Discount
- Category # 4 40% Discount
- Category # 5 46% Discount

Bid Award \$ 780,500 00
Not to Exceed

(Note the above figure represents an estimate and shall not be construed as a guarantee)

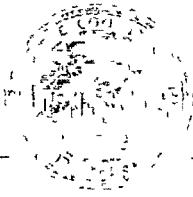
Contract Period Twenty-four (24) consecutive months

ATTACHED PLEASE FIND

- Copy of recommendation letters from Neil Palmieri, Director-Facilities Management
- Charles Sigmund, Director Parks, Recreation & Facilities Management
- Joseph Polcay, Director-Public Works
- Joseph Cryan, Undersheriff-Sheriff's Office
- Daniel Vaniska, Chief of Police-Co Police
- Joseph Sharp, Administrator-Runnells
- Ben Laganga, Director-Emergency Mgmt

AGREEMENT NECESSARY Original plus two (2) copies of signed bid form pages from The Viva Group

hg



COUNTY OF UNION

DEPARTMENT OF PARKS, RECREATION & FACILITIES
Charles Sigmund Jr., Director

**BOARD OF
CHOSEN FREEHOLDERS**

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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. DI RADDI,
R.M.C., M.P.A.
Clerk of the Board

NIEL PALMERI
Division Director

2007 JUN 13 A 9:18
PLUMBING DIVISION

To Michael Yuska, Director *MYS*
Department of Purchasing

From Niel Palmeri, Director *NP*
Division of Facilities Management

Date Tuesday, June 12, 2007

Re Acceptance of Plumbing Supplies – Item# 1 for MRO for the
Division of Facilities Management (BA# 76-2007)

Upon review of the bids received for the above, it is hereby recommended that
The Viva Group, LLC. be awarded the contract as the lowest responsible
bidder. The contract period shall be for twenty-four (24) consecutive months.

Vendor: **The Viva Group, LLC**
50 Mount Bethel Road
Warren, NJ 07059

Account	07-01-28-376-593-344	\$20,833.00
	08-01-28-376-593-344	\$50,000.00
	09-01-28-376-593-344	\$29,167.00

TOTAL BID AMOUNT: \$100,000.00 NOT TO EXCEED

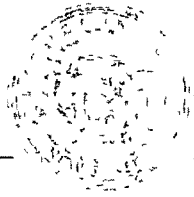
If you should have any questions regarding this matter, please do not
hesitate to call Donna Albin at 527-4244.

cc Charles Sigmund Jr. Director Parks, Recreation and Facilities

NP/cc

File ref: POSBids\THE VIVA GROUP LLC - Plumbing Supplies for MRO\2007\6-12-07 Acceptance Letter

DIVISION OF FACILITIES MANAGEMENT



COUNTY OF UNION

DEPARTMENT OF PARKS, RECREATION & FACILITIES

Charles Sigmund Jr, Director

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DANIEL P SULLIVAN

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GEORGE W DEVANNEY
County Manager

M ELIZABETH GENIEVICH,
CMC MPA
*Deputy County Manager/
Director of Administrative
Services*

ROBERT E BARRY, ESQ
County Counsel

NICOLE L DIRADO,
RMC, MPA
Clerk of the Board

NIEL PALMIERI
Division Director

To Michael Yuska Director *MY*
Department of Purchasing

From Niel Palmieri, Director *N.P*
Division of Facilities Management

Date Tuesday, June 12 2007

Re Acceptance of Safety Equipment & Material Handling -
Item# 2 for MRO for the Division of Facilities Management
(BA# 76-2007)

Upon review of the bids received for the above, it is hereby recommended that **The Viva Group, LLC**. be awarded the contract as the lowest responsible bidder. The contract period shall be for twenty-four (24) consecutive months

Vendor: The Viva Group, LLC.
50 Mount Bethel Road
Warren, NJ 07059

Account	07-01-28-376-593-353	\$10,417 00
	08-01-28-376-593-353	\$25,000 00
	09-01-28-376-593-353	\$14,583 00

TOTAL BID AMOUNT: \$50,000.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not hesitate to call Donna Albin at 527-4244

cc Charles Sigmund Jr, Director Parks, Recreation and Facilities

NP/cc

File ref s POS\Bids\THE VIVA GROUP LLC - Safety Equip & Material Handling for MRO\2007\6-12 07 Acceptance Letter

DIVISION OF FACILITIES MANAGEMENT

Courthouse

2 Broad Street

Elizabeth, NJ 07207

(908)527 4218

fax(908)558 2353

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COUNTY OF UNION

DEPARTMENT OF PARKS, RECREATION & FACILITIES

Charles Sigmund Jr, Director

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*Deputy County Manager/
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County Counsel

NICOLE L. DIRADO,
R.M.C., M.P.A.
Clerk of the Board

NIEL PALMIERI
Division Director

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2007 JUN 13 A 9:19

To Michael Yuska, Director
Department of Purchasing

MS

From Niel Palmieri, Director
Division of Facilities Management

N.P.

Date Tuesday, June 12, 2007

Re Acceptance of **Construction / Outdoor Tools & Supplies –
Item# 4 for MRO** for the Division of Facilities Management
(BA# 76-2007)

Upon review of the bids received for the above, it is hereby recommended that **The Viva Group, LLC.** be awarded the contract as the lowest responsible bidder. The contract period shall be for twenty-four (24) consecutive months.

Vendor: The Viva Group, LLC.
50 Mount Bethel Road
Warren, NJ 07059

Account	07-01-28-376-593-341	\$20,833.00
	08-01-28-376-593-341	\$50,000.00
	09-01-28-376-593-341	\$29,167.00

TOTAL BID AMOUNT: \$100,000.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not hesitate to call Donna Albin at 527-4244

cc Charles Sigmund Jr, Director Parks, Recreation and Facilities

NP/cc

File ref s POS\Bids\THE VIVA GROUP LLC - Const-Outdoor Tools & Supplies for MRO\2007\6-12-07 Acceptance Letter

DIVISION OF FACILITIES MANAGEMENT

2 Broad Street

Elizabeth, NJ 07207

Courthouse

(908)527-4218

fax (908)558-2353

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COUNTY OF UNION

DEPARTMENT OF PARKS, RECREATION & FACILITIES
Charles Sigmund Jr, Director

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ROBERT E. BARRY ESQ.
County Counsel

NICOLE L. DEFRADO,
R.M.C., M.P.A.
Clerk of the Board

NIEL PALMIERI
Division Director

2007 JUN 13 A 9:49
PLM

To Michael Yuska, Director *MYS*
Department of Purchasing

From Niel Palmieri, Director *N.P.*
Division of Facilities Management

Date Tuesday, June 12 2007

Re Acceptance of **Electrical Supplies – Item# 5 for MRO** for the
Division of Facilities Management (BA# 76-2007)

Upon review of the bids received for the above, it is hereby recommended that
The Viva Group, LLC. be awarded the contract as the lowest responsible
bidder. The contract period shall be for twenty-four (24) consecutive months

Vendor: The Viva Group, LLC.
50 Mount Bethel Road
Warren, NJ 07059

Account	07-01-28-376-593-338	\$20,833 00
	08-01-28-376-593-338	\$50,000 00
	09-01-28-376-593-338	\$29,167 00

TOTAL BID AMOUNT: \$100,000.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not
hesitate to call Donna Albin at 527-4244

cc Charles Sigmund Jr, Director, Parks, Recreation and Facilities

NP/cc

File ref s POS\Bids\THE VIVA GROUP, LLC – Electrical Supplies for MRO\2007\6-12-07 Acceptance Letter

DIVISION OF FACILITIES MANAGEMENT



COUNTY OF UNION

DEPARTMENT OF PARKS, RECREATION & FACILITIES
Charles Sigmund Jr., Director

To Michael Yuska, Director
Department of Purchasing

From Charles Sigmund, Jr Director
Department of Parks, Recreation & Facilities

Date June 13, 2007

Re Acceptance of Plumbing Supplies – Item# 1 (46% Discount) for
MRO for Dept of Parks & Recreation (BA# 76-2007)

**BOARD OF
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RICK PROCTOR

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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 DIRADO,
R M C, M P A
Clerk of the Board

Upon review of the bids received for the above, it is hereby recommended that
The Viva Group, LLC. be awarded the contract as the lowest responsible
bidder. The contract period shall be for twenty-four (24) consecutive months

Vendor: **The Viva Group, LLC.**
50 Mount Bethel Road
Warren, NJ 07059
(908) 486-4480

Account	07-01-28-370-590-338	\$ 6,000 00
	08-01-28-370-590-338	\$20,000 00
	09-01-28-370-590-338	\$14,000 00

TOTAL BID AMOUNT: \$40,000.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not
hesitate to call Des Hamilton at 908-527-4908

cc Richard A Samiec, Bureau Chief, Parks, Recreation, and Facilities
Desmond Hamilton, Bureau Chief, Parks, Recreation, and Facilities

CS/ras

2007 JUN 13 11:31 AM

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COUNTY OF UNION

DEPARTMENT OF PARKS, RECREATION & FACILITIES
Charles Sigmund Jr, Director

To Michael Yuska, Director
Department of Purchasing

From Charles Sigmund, Jr Director
Department of Parks, Recreation & Facilities

Date June 13, 2007

Re Acceptance of Safety Equipment & Material Handling – Item# 2 (50% Discount) for MRO for Dept. of Parks & Recreation (BA# 76-2007)

BOARD OF CHOSEN FREEHOLDERS

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County Manager

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*Deputy County Manager/
Director of Administrative
Services*

ROBERT E BARRY, ESQ
County Counsel

NICOLE L DIRADO,
R M C., M P A
Clerk of the Board

Upon review of the bids received for the above, it is hereby recommended that **The Viva Group, LLC.** be awarded the contract as the lowest responsible bidder. The contract period shall be for twenty-four (24) consecutive months.

Vendor: The Viva Group, LLC.
50 Mount Bethel Road
Warren, NJ 07059
(908) 486-4480

Account	07-01-28-370-590-338	\$ 2,000 00
	08-01-28-370-590-338	\$ 4,000 00
	09-01-28-370-590-338	\$ 4,000 00

TOTAL BID AMOUNT: \$10,000.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not hesitate to call Des Hamilton at 908-527-4908

cc Richard A Samiec, Bureau Chief, Parks, Recreation, and Facilities
Desmond Hamilton, Bureau Chief, Parks, Recreation, and Facilities

CS/ras

2007 JUN 13 11:34

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Elizabeth, NJ 07207

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COUNTY OF UNION

DEPARTMENT OF PARKS, RECREATION & FACILITIES

Charles Sigmund Jr., Director

To Michael Yuska, Director
Department of Purchasing

From Charles Sigmund, Jr Director
Department of Parks, Recreation & Facilities

Date June 13, 2007

Re Acceptance of Hardware & Fasteners Item# 3 (50% Discount) for
MRO for Dept of Parks & Recreation (BA# 76-2007)

**BOARD OF
CHOSEN FREEHOLDERS**

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Vice Chairman

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RICK PROCTOR

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County Manager

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

ROBERT E BARRY, ESQ
County Counsel

NICOLE L DIRADO,
R.M.C., M.P.A.
Clerk of the Board

Upon review of the bids received for the above, it is hereby recommended that **The Viva Group, LLC.** be awarded the contract as the lowest responsible bidder. The contract period shall be for twenty-four (24) consecutive months.

Vendor: **The Viva Group, LLC.**
50 Mount Bethel Road
Warren, NJ 07059
(908) 486-4480

Account	07-01-28-370-590-338	\$3,000 00
	08-01-28-370-590-338	\$7,000 00
	09-01-28-370-590-338	\$5,000 00

TOTAL BID AMOUNT: \$15,000.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not hesitate to call Des Hamilton at 908-527-4908

cc Richard A Samec, Bureau Chief, Parks, Recreation, and Facilities
Desmond Hamilton, Bureau Chief, Parks, Recreation, and Facilities

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COUNTY OF UNION

DEPARTMENT OF PARKS, RECREATION & FACILITIES

Charles Sigmund Jr., Director

To Michael Yuska, Director
Department of Purchasing

From Charles Sigmund, Jr Director
Department of Parks, Recreation & Facilities

Date June 13, 2007

Re Acceptance of Construction/Outdoor Tools & Supplies Item# 4 (40% Discount) for MRO for Dept of Parks & Recreation (BA# 76-2007)

BOARD OF CHOSEN FREEHOLDERS

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Chairwoman

ANGEL G ESTRADA
Vice Chairman

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ALEXANDER MIRABELLA

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DANIEL P SULLIVAN

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GEORGE W DEVANNEY
County Manager

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

ROBERT F BARRY, ESQ
County Counsel

NICOLE L DIRADO,
R M C, M P A
Clerk of the Board

Upon review of the bids received for the above, it is hereby recommended that **The Viva Group, LLC.** be awarded the contract as the lowest responsible bidder. The contract period shall be for twenty-four (24) consecutive months.

Vendor: The Viva Group, LLC.
50 Mount Bethel Road
Warren, NJ 07059
(908) 486-4480

Account	07-01-28-370-590-338	\$12,000 00
	08-01-28-370-590-338	\$20,000 00
	09-01-28-370-590-338	\$12,000 00

TOTAL BID AMOUNT: \$44,000.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not hesitate to call Des Hamilton at 908-527-4908

cc Richard A Samiec, Bureau Chief, Parks, Recreation, and Facilities
Desmond Hamilton, Bureau Chief, Parks, Recreation, and Facilities

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COUNTY OF UNION

DEPARTMENT OF PARKS, RECREATION & FACILITIES

Charles Sigmund Jr, Director

To Michael Yuska, Director
Department of Purchasing

From Charles Sigmund, Jr Director
Department of Parks, Recreation & Facilities

Date June 13, 2007

Re Acceptance of Electrical Supplies Item# 5 (46% Discount) for
MRO for Dept of Parks & Recreation (BA# 76-2007)

Upon review of the bids received for the above; it is hereby recommended that **The Viva Group, LLC.** be awarded the contract as the lowest responsible bidder. The contract period shall be for twenty-four (24) consecutive months.

Vendor: **The Viva Group, LLC.**
50 Mount Bethel Road
Warren, NJ 07059
(908) 486-4480

Account	07-01-28-370-590-338	\$ 6,000 00
	08-01-28-370-590-338	\$20,000 00
	09-01-28-370-590-338	\$14,000 00

TOTAL BID AMOUNT: \$40,000.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not hesitate to call Des Hamilton at 908-527-4908

cc Richard A Samiec, Bureau Chief, Parks, Recreation, and Facilities
Desmond Hamilton, Bureau Chief, Parks, Recreation, and Facilities

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COUNTY OF UNION

DEPARTMENT OF ENGINEERING & PUBLIC WORKS

Joseph A. Graziano Sr., Director

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County Counsel

NICOLE L. DIRADO,
R.M.C., M.P.A.
Clerk of the Board

JOSEPH J. POLICAY, JR., CPWM
*Director, Division of Public
Works*

To Michael Yuska, Director
Department of Purchasing

From Joseph Policay, Director
Division of Public Works

Date Wednesday, June 13, 2007

Re **Hardware & Fasteners** for the Division of Public Works

Upon review of the bids received for the above, it is hereby recommended that **The Viva Group, LLC** be awarded the contract as the lowest responsible bidder. The contract period shall be for twenty-four (24) consecutive months.

Vendor: **The Viva Group, LLC**
50 Mount Bethel Road
Warren, NJ 07059

Account	M-13-56-201-007-341	\$ 2,083.33
	M-13-56-201-008-341	\$ 5,000.00
	M-13-56-201-009-341	\$ 2,916.67

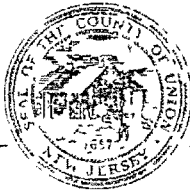
TOTAL BID AMOUNT: \$10,000.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not hesitate to call Michael Brennan at 908-789-3141.

cc Joseph Graziano, Director, Engineering & Public Works

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JUN 14 2 18 PM '07

DIVISION OF PUBLIC WORKS



COUNTY OF UNION

DEPARTMENT OF ENGINEERING & PUBLIC WORKS

Joseph A. Graziano Sr., Director

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ANGEL G. ESTRADA
Vice Chairman

CHIFSTER HOLMES

ADRIAN O. MAPP

ALEXANDER MIRABELLA

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*Deputy County Manager/
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Services*

ROBERT F. BARRY, ESQ.
County Counsel

NICOLE L. DIRADO,
R.M.C., M.P.A.
Clerk of the Board

JOSEPH J. POLICAY, JR., CPWM
*Director, Division of Public
Works*

To Michael Yuska, Director
Department of Purchasing

From Joseph Policay, Director *JP*
Division of Public Works

Date Wednesday, June 13, 2007

Re **Plumbing Supplies** for the Division of Public Works

Upon review of the bids received for the above, it is hereby recommended that **The Viva Group, LLC** be awarded the contract as the lowest responsible bidder. The contract period shall be for twenty-four (24) consecutive months.

Vendor: The Viva Group, LLC
50 Mount Bethel Road
Warren, NJ 07059

Account	M-13-56-201-007-341	\$1,041.67
	M-13-56-201-008-341	\$2,500.00
	M-13-56-201-009-341	\$1,458.33

TOTAL BID AMOUNT: \$5,000.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not hesitate to call Michael Brennan at 908-789-3141.

cc Joseph Graziano, Director, Engineering & Public Works

RECEIVED
DIVISION OF PUBLIC WORKS
JUN 14 P 2:25

DIVISION OF PUBLIC WORKS



COUNTY OF UNION

DEPARTMENT OF ENGINEERING & PUBLIC WORKS

Joseph A. Graziano Sr., Director

BOARD OF CHOSEN FREEHOLDERS

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Chairwoman

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RICK PROCTOR

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County Manager

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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. DIRADO,
R.M.C., M.P.A.
Clerk of the Board

JOSEPH J. POLICAY, JR., CPWM
*Director, Division of Public
Works*

To Michael Yuska, Director
Department of Purchasing

From Joseph Policay, Director
Division of Public Works

Date Wednesday, June 13, 2007

Re **Electrical Supplies** for the Division of Public Works

Upon review of the bids received for the above, it is hereby recommended that **The Viva Group, LLC** be awarded the contract as the lowest responsible bidder. The contract period shall be for twenty-four (24) consecutive months.

Vendor: The Viva Group, LLC
50 Mount Bethel Road
Warren, NJ 07059

Account	M-13-56-201-007-341	\$ 416.67
	M-13-56-201-008-341	\$ 1,000.00
	M-13-56-201-009-341	\$ 583.33

TOTAL BID AMOUNT: \$2,000.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not hesitate to call Michael Brennan at 908-789-3141

cc Joseph Graziano, Director, Engineering & Public Works

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DEPT. OF PUBLIC WORKS
JUN 14 2007

DIVISION OF PUBLIC WORKS



COUNTY OF UNION

DEPARTMENT OF ENGINEERING & PUBLIC WORKS

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R.M.C., M.P.A.
Clerk of the Board

JOSEPH J. POLICAY, JR., CPWM
*Director, Division of Public
Works*

To Michael Yuska, Director
Division of Purchasing

From Joseph Policay, Director 
Division of Public Works

Date: Wednesday, June 13, 2007

Re **Safety & Equipment Handling** for the Division of Public Works

Upon review of the bids received for the above, it is hereby recommended that **The Viva Group, LLC** be awarded the contract as the lowest responsible bidder. The contract period shall be for twenty-four (24) consecutive months.

Vendor: The Viva Group, LLC
50 Mount Bethel Road
Warren, NJ 07059

Account	M-13-56-201-007-341	\$ 5,208.33
	M-13-56-201-008-341	\$ 12,500.00
	M-13-56-201-009-341	\$ 7,291.67

TOTAL BID AMOUNT: \$25,000.00 NOT TO EXCEED

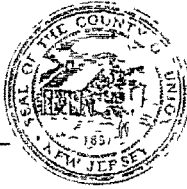
If you should have any questions regarding this matter, please do not hesitate to call Michael Brennan at 908-789-3141.

2007 JUN 14 P 2:25

RECEIVED
DIVISION OF PUBLIC WORKS

cc Joseph Graziano, Director, Engineering & Public Works

DIVISION OF PUBLIC WORKS



COUNTY OF UNION

DEPARTMENT OF ENGINEERING & PUBLIC WORKS

Joseph A. Graziano Sr., Director

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Services*

ROBERT E. BARRY, ESQ.
County Counsel

NICOLE L. DIRADO,
R.M.C., M.P.A.
Clerk of the Board

JOSEPH J. POLICAY, JR., CPWM
*Director, Division of Public
Works*

To: Michael Yuska, Director
Department of Purchasing

From: Joseph Policay, Director
Division of Public Works

Date: Wednesday, June 13, 2007

Re: **Construction & Outdoor Tools** for the Division of Public Works

Upon review of the bids received for the above, it is hereby recommended that **The Viva Group, LLC** be awarded the contract as the lowest responsible bidder. The contract period shall be for twenty-four (24) consecutive months.

Vendor: The Viva Group, LLC
50 Mount Bethel Road
Warren, NJ 07059

Account.	M-13-56-201-007-341	\$ 8,333.33
	M-13-56-201-008-341	\$ 20,000.00
	M-13-56-201-009-341	\$ 11,666.67

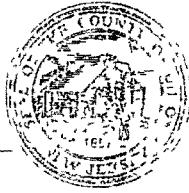
TOTAL BID AMOUNT: \$40,000.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not hesitate to call Michael Brennan at 908-789-3141.

2007 JUN 14 P. 2.25 cc. Joseph Graziano, Director, Engineering & Public Works

RECEIVED
CHIEF CLERK
JUN 14 2007

DIVISION OF PUBLIC WORKS



UNION COUNTY SHERIFF'S OFFICE



RALPH FROELICH
Sheriff

JOSEPH CRYAN
Undersheriff

VINCENT N DeTROLIO
Undersheriff

GERALD B GREEN, JR
Undersheriff

TO Michael M Yuska ^{mas}
Director of Purchasing

FROM Joseph Cryan ^P
Undersheriff

DATE June 14, 2007

RE Letter of Recommendation
Tools & Supples for MRO
BA #76-2007 Opened June 5, 2007

After reviewing the bids submitted on the above captioned equipment, the Sheriff's Office recommends that the contract be awarded to the lowest bidder as follows

VENDOR The Viva Group, LLC
50 Mount Bethel Road
Warren, New Jersey 07059
(908) 754-4944

AMOUNT \$5500 00

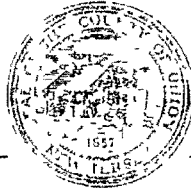
JC/dmb

2007 JUN 15 A 9:44
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N.J.

ADMINISTRATION BUILDING

Elizabethtown Plaza Elizabeth, NJ 07207 (908) 527-4450 fax (908) 527-4490 www.ucnj.org

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COUNTY OF UNION

DEPARTMENT OF PUBLIC SAFETY
Harold Gibson, Director

**BOARD OF
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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. DIRADO,
R M C M P A
Clerk of the Board

DANIEL H VANISKA
Chief of Police

MEMO TO Michael Yuska, Director *MYS*
Director of Purchasing

FROM Daniel Vaniska, Chief of Police *D. Vaniska*
Department of Public Safety

DATE June 12, 2007

RE -- -- Acceptance of Tools & Supplies for MRO Bid
BA# 76-2007 Opened June 5th, 2007

Upon review of the bid received for the above, it is hereby recommended that same be awarded to the lowest responsible and responsive bidder as follows

VENDOR: The Viva Group, LLC
50 Mount Bethel Road
Warren, NJ 07059

TOTAL: \$49,000.00

ACCOUNT: 7-01-25-745-950-347

If you should have any questions regarding this matter, please contact Stephen Caruso at 654-9670

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JUN 13 P 2:03

UNION COUNTY POLICE

300 North Avenue East

Westfield NJ 07090

(908)654-9800

fax(908)654-9872

www.ucnj.org

We're Connected to You!



COUNTY OF UNION

RUNNELLS SPECIALIZED HOSPITAL
Joseph W. Sharp, MS, LNHA, Administrator

**BOARD OF
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County Manager

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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. DIRADO,
R.M.C., M.P.A.
Clerk of the Board

TO Michael Yuska
Director of Purchasing

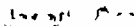
FROM Joseph Sharp
Administrator 

DATE June 14, 2007

RE Tools & Supplies for Maintenance Repair - -
Operations
BA #76-07, Opened June 5, 2007

Please award the contract to the low bidder

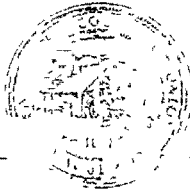
Vendor
The Viva Group, LLC
50 Mount Bethel Road
Warren, NJ 07059

FROM 
Vendor ID # THE41

Account: 7/8/9-01-27-792-650-341 \$14,000 00
7/8/9-01-27-792-603-353 \$ 2,000 00

Total contract. \$16,000 00

Thank you for your assistance with this matter



COUNTY OF UNION

DEPARTMENT OF PUBLIC SAFETY
Harold Gibson, Director

MEMO

BOARD OF CHOSEN FREEHOLDERS

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Chairwoman

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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 DIRADO,
R M C, M P A
Clerk of the Board

Ben Laganga
Director

To Michael Yuska, Director
Division of Purchasing

From Ben Laganga, Director
Division of Emergency Management

Date June 14, 2007

RE: Tools & Supplies for MRO
Bid #41-2007

After reviewing the bid tabulation sheet, it is my recommendation that we award the bid to **The Vivol Group LLC., 50 Mount Bethel Road, Warren, NJ 07053.** The Vivol Group will honor the request at \$29,000 00 over a 2-year period

If you have any questions or wish to further discuss this matter, you may contact me at (908) 654-9881

RECEIVED
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2007 JUN 15 P 1:52

DIVISION OF EMERGENCY MANAGEMENT
AND FIRE TRAINING ACADEMY

A G R E E M E N T

THIS AGREEMENT made and entered into this 9th day of AUG 2007, 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 100, Tennent, NJ 07763, 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 \$780,500 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, the Supplier will furnish and deliver tools and supplies for maintenance repair operations in a good and workman like manner and in strict accordance with the bid plans and specifications, issued on June 5, 2007, attached hereto and made a part hereof. The Supplier will furnish and deliver all supplies as 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 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

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 of Union, the Bidder must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County of Union.

INSURANCE REQUIREMENTS APPLICABLE TO ALL BIDDERS:

1 Automobile Liability Insurance in an amount of not less than \$1,000,000 00 combined single limit for bodily injury and property damage liability A certificate of such current insurance shall be provided to the County and shall reflect the provision of at least 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 obligation of the Contractors and all subcontractors under the New Jersey Workers Compensation and Occupational Disease Laws as respects work performed under this Contract Insurance shall 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 shall be provided on a Comprehensive General Liability Form with a Combined Single Limit of \$1,000,000 00 per Occurrence for Bodily Injury Liability and Property Damage Liability and shall include the interest of the County with Respect to work emanating from the Contract with the County This instance shall include the following

- (a) Personal Injury Liability,
- (b) Blanket Contractual Liability applying to assumption of liability under any written Contract,
- (c) Products and/or Completed Operations Liability

4 A Certificate of Insurance shall be filed with the County prior to commencement of the work This Certificate shall contain a provision that insured afforded under the policies will not be canceled without at least 30 days prior written notice being given to the County

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 DISCRIMINATION

The Company acknowledges that they have 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

10 AFFIRMATIVE ACTION

The attached document titled "Exhibit A Mandatory Affirmative Action Language for General Service Contractors" as prescribed by P L 1975, c 127 and N J A C 17 27, is incorporated herein and made a part of this agreement by this reference

EXHIBIT A
(REVISED 1/05)

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**

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)

11 PAYMENT

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

12 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.

13 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

14 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

15 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

16 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

17 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

18 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.

19 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.

20 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

21 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.

22 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.

23 SUBCONTRACTING

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

24 PRICE CHANGES

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

25 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.

26 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



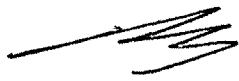
NICOLE L. DIRADO, CLERK
Board of Chosen Freeholders

COUNTY OF UNION

BY 


GEORGE W. DEVANNEY
County Manager

APPROVED AS TO FORM

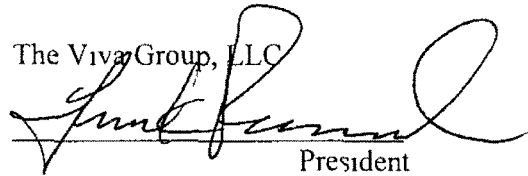


ROBERT E. BARRY, ESQ
County Counsel

ATTEST



Secretary

The Viva Group, LLC


President

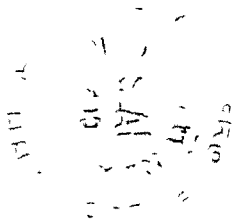
BIDDER SIGNATURE PAGE

Rev 9/20/05

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

Debra Birkin
 SIGNATURE
 CORPORATE SECRETARY

Debra Birkin
 PRINT NAME AND TITLE
 CORPORATE SECRETARY



AFFIX CORPORATE SEAL

The Vival group LLC
 NAME OF BIDDER
50 Mount Bethel Road
Warren NJ 07059
 ADDRESS OF BIDDER

TELEPHONE (908) 754-4944

FAX (908) 754-2155

EMAIL THEVIVALGROUP@OPTONLINE.NET

BY *Frank Vicendese*
 SIGNATURE

05/30/2007
 DATE

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

BID FORM - PAGE 1 OF 1

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>CATEGORY #</u>	<u>DESCRIPTION</u>	<u>DISCOUNT</u>
1	PLUMBING & HVAC SUPPLIES MRO-EDITION 16 PAGES 757-933	<u>46</u> %
2	MATERIAL HANDLING and SAFETY MRO-EDITION 16 PAGES 361-394 PAGES 395-436	<u>50</u> %
3	FASTENERS and HARDWARE MRO-EDITION 16 PAGES 247-274 PAGES 275-360	<u>50</u> %
4	CONSTRUCTION/OUTDOOR TOOLS & SUPPLIES MRO-EDITION 16 PAGES 497-566	<u>40</u> %
5	ELECTRICAL SUPPLIES MRO-EDITION 16 PAGES 623-756	<u>46</u> %

F O B DESTINATION VARIOUS LOCATIONS WITHIN THE COUNTY OF UNION

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-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 Corporation

Names of Officers of Corporation, or Partners

NAME

TITLE

1 Frank Vicendese

President.

2 Irina Birkinia

Vice President.

3

4

5

6

7

8

9

10

NAME OF BIDDER

The Viva 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 Irina Birkina	[REDACTED]	Vice President	51%
2 Frank Vicendese	[REDACTED]	President	49%
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

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

NAME OF BIDDER The Viva group LLC

NON-COLLUSION AFFIDAVIT

Rev 1/22/93

STATE OF New Jersey SS
COUNTY OF Union

I Deina Birtina of the City of Warren, in the County of Somerset and the State of New Jersey, of full age, being duly sworn according to law, on my oath depose and say that I am vice 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

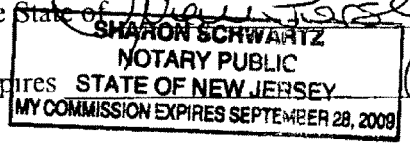
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by The Viva group LLC (N J S A 52 34-15)
NAME OF CONTRACTOR

Deina Birtina
Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before
Me this 1 day of June, 2007

Sharon Schwartz
Notary Public of the State of New Jersey
My Commission expires September 28, 2009



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

Jesus Bickudo vice president
Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

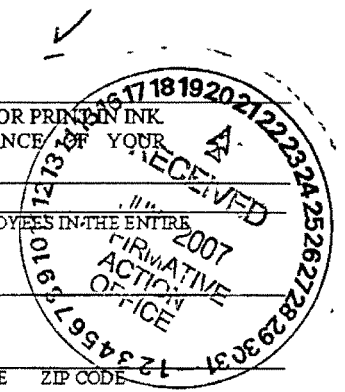
TRINA BIRKINA vice president.
Print or type NAME and TITLE here

May 30, 2007.
Print or type DATE

State of New Jersey

AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN INK. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE



SECTION A - COMPANY IDENTIFICATION

1 FID NO OR SOCIAL SECURITY: **72-3842010**

2 TYPE OF BUSINESS: 1 MANUFACTURING 2 SERVICE 3 WHOLESALE 4 RETAIL 5 OTHER

3 TOTAL NO OF EMPLOYEES IN THE ENTIRE COMPANY: **5**

4 COMPANY NAME: **THE VIVA GROUP LLC.**

5 STREET: **50 MOUNT BETHEL RD** CITY: **WARREN** COUNTY: **SOMERSET** STATE: **N.J.** ZIP CODE: **07059**

6 NAME OF PARENT OR AFFILIATED COMPANY (IF NONE SO INDICATE): **NONE** CITY: STATE: ZIP CODE:

7 DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? YES NO

8 CHECK ONE IS THE COMPANY SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

9 IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ []

10 TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT [**5**]

11 PUBLIC AGENCY AWARDED CONTRACT: **COUNTY OF UNION** CITY: **ELIZABETH** STATE: **N.J.** ZIP CODE: **07201**

OFFICIAL USE ONLY

DATE RECEIVED MO/DAY/YR	COUNTY	OUT OF STATE PERCENTAGES		ASSIGNED CERTIFICATION NUMBER
		MINORITY	FEMALE	

SECTION B - EMPLOYMENT DATA

12 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 categories in columns 1, 2, & 3

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col 1 TOTAL (Col 2 & 3)	Col 2 MALE	Col 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers	2	1	1								
Professionals											
Technicians											
Sales Workers	2	2	0								
Office and Clerical	1	0	1								
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL	5	3	2								
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees

13 HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
 1 VISUAL SURVEY 2 EMPLOYMENT RECORD 3 OTHER (SPECIFY BELOW)

14 DATES OF PAYROLL PERIOD USED

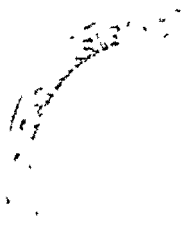
15 IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA 302) SUBMITTED?
 1 YES 2 NO

16 IF NO DATE OF LAST REPORT SUBMITTED
 MO | DAY | YEAR |
9 | 11 | 04

SECTION C - SIGNATURE AND IDENTIFICATION

17 NAME OF PERSON COMPLETING FORM (PRINT OR TYPE) (CONTRACTOR EEO OFFICER): **FRANK VICENDESE** SIGNATURE: *[Signature]* TITLE: **PRESIDENT** MO | DAY | YEAR |
6 | 1 | 07

18 ADDRESS (NO & STREET) (CITY) (STATE) (ZIP CODE) PHONE (AREA CODE NO & EXTENSION)
50 MOUNT BETHEL RD WARREN N.J. 07059 908 754.4444



Faint, illegible text scattered across the upper half of the page, possibly bleed-through from the reverse side.

Small, faint text fragments located in the middle-right section of the page.

Faint text at the bottom of the page, appearing to be bleed-through from the reverse side.

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U S C S12 101 et seq), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense

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

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

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

Name IRINA BIRKINA (Please print or type)

Signature IRINA BIRKINA Date 05/30/2007

NAME OF BIDDER The Viva group, LLC

BUSINESS REGISTRATION CERTIFICATE

Mandatory Requirement

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 Treasury, Division of Revenue, or
- A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR	
TAXPAYER NAME TAX REGISTRATION TEST ACCOUNT	TRADE NAME CONSTRUCTION
TAXPAYER IDENTIFICATION# 970-087-382/000	SEQUENCE NUMBER 0907
ADDRESS 247 ROEBLING AVENUE TRENTON NJ 08611	ISSUANCE DATE 07/14/04
EFFECTIVE DATE 10/14/04	



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name	TAX REG TEST ACCOUNT
Trade Name	
Address	247 ROEBLING AVT TRENTON NJ 08611
Certificate Number	1093907
Date of Issuance	October 14, 2004
For Office Use Only	
20041014012823533	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
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	
FORM-BRC(08-01)	

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON NJ 08646 0252

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

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 UNION COUNTY WILL BE AWARDED TO SAID LOWEST RESPONSIBLE RESPONSIVE BIDDER AND SPECIFICALLY NOT MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY

LB

Initial

NAME OF BIDDER

The Viva group LLC.



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# 76-2007

BOARD OF CHOSEN FREEHOLDERS

BID SUBMISSION CHECK LIST

BETTE JANF KOWALSKI
Chairwoman

ANGEL G ESTRADA
Vice Chairman

CHESTER HOLMES

ADRIAN O MAPP

ALEXANDER MIRABELLA

RICK PROCTOR

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 DIRADO,
R M C , M P A
Clerk of the Board

MICHAEL M YUSKA Q P A
Director of Purchasing

JBV

JBV

JBV

JBV

JBV

JBV

JBV

JBV

JBV

_____ 9

1 Bid Form Page(s)

2 Bidder Signature Page – fill out completely

3 Bidder Disclosure Statement (2 pages) – fill out completely

4. Non-Collusion Affidavit – fill out completely and notarize

5 Affirmative Action Requirement

6 Americans with Disabilities Form

7 Copy of State of NJ Department of Treasury Business Registration Certificate

8 Union County Cooperative Pricing Extension Form

9 Addenda Receipt Form - ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

Date: 5/30/2007 Each bidder should complete this form and initial each entry

NAME OF BIDDER

The Vivo group, LLC

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!



COUNTY OF UNION

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

BOARD OF CHOSEN FREEHOLDERS

BETTE JANE KOWALSKI
Chairwoman

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Vice Chairman

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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 DIRADO,
R M C., M P A
Clerk of the Board

MICHAEL M YUSKA Q P A
Director of Purchasing

MEMO ALL BIDDERS
FROM Michael M Yuska
DATE May 31, 2007
RE: Tools & Supplies for Maintenance Repair Operations
 BA# 76-2007 DUE: June 5, 2007

CLARIFICATION # 1

Attached is the Union County Cooperative Pricing Extension Form, item # 8 on the bid submission check list, which was omitted in error from the bid package Please submit this form with your bid

Sorry for any inconvenience

Thank you

DIVISION OF PURCHASING

Administration Building
Elizabethtown Plaza Elizabeth NJ 07207 (908)527-4130 fax(908)558-2548 www.ucnj.org
We're Connected to You!

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 5, 2007** at 2:00 p.m. prevailing time, in the **3rd Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey** for

TOOLS & 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.

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

Bid packages may be obtained 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!

\$64.50



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

M. Elizabeth Genievich, CMC, MPA

Deputy County Manager/Director, Department of Administrative Services

TOOLS & SUPPLIES FOR MAINTENANCE REPAIR OPERATIONS BA# 76-2007

BOARD OF CHOSEN FREEHOLDERS

BID SUBMISSION CHECK LIST

BETTE JANE KOWALSKI
Chairwoman

ANGEL G. ESTRADA
Vice Chairman

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ALEXANDER MIRABELLA

RICK PROCTOR

DEBORAH P. SCANLON

DANIEL P. SULLIVAN

NANCY WARD

GEORGE W. DEVANNEY
County Manager

M. ELIZABETH GENIEVICH,
CMC, MPA
*Deputy County Manager/
Director of Administrative
Services*

ROBERT E. BARRY, ESQ
County Counsel

NICOLE L. DIRADO,
RMC, MPA
Clerk of the Board

MICHAEL M. YUSKA, CPA
Director of Purchasing

- | | |
|---------|--|
| _____ 1 | Bid Form Page(s) |
| _____ 2 | Bidder Signature Page – fill out completely |
| _____ 3 | Bidder Disclosure Statement (2 pages) – fill out completely |
| _____ 4 | Non-Collusion Affidavit – fill out completely and notarize |
| _____ 5 | Affirmative Action Requirement |
| _____ 6 | Americans with Disabilities Form |
| _____ 7 | Copy of State of NJ Department of Treasury Business Registration Certificate |
| _____ 8 | Union County Cooperative Pricing Extension Form |
| _____ 9 | Addenda Receipt Form - ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED |

Date. _____ Each bidder should complete this form and initial each entry

NAME OF BIDDER _____

**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

Administration Building
Elizabeth NJ 07207 (908) 527-4130 fax (908) 558-2548 www.ucnj.org
We're Connected to You!

Elizabethtown Plaza

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 5, 2007** at 2 00 p m prevailing time, in the **3rd Floor Conference Room**, U C Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

TOOLS & 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.

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

Bid packages may be obtained 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!

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. The bidder in ink must initial erasures or alterations. 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.

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

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 supplied 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, responsive 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 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 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
- 2 Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.
- 3 Automobile Liability Insurance in any amount of not less than \$500,000 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made in the policy.

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

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.

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 (7) days of the notice of intent to award or the signing of the contract one of the following
- 1 A photocopy of your Federal Letter of Affirmative Action Plan Approval
 - 2 A photocopy of your Certificate of Employee Information Report
 - 3 A completed Affirmative Action Employee Information Report (AA302)

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

EXHIBIT A
N J S A 10 5-31 and N J A C 17 27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(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 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 for the 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 of 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 shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at 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, or
- A copy of the web printed version provided by the NJ Division of Revenue

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

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

FAILURE to submit proof of registration of the 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.

The purpose and intent of this public bid is to obtain for the County of Union a vendor to furnish and deliver **Tools and Supplies for Maintenance Repair Operations** for various entities of the County of Union for a period of twenty-four (24) consecutive months

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

SPECIFICATIONS

Bids will be solicited for (5) five separate Category #'s for each type of tools/supplies. Bidders can bid on any and all Categories #'s and can be awarded contracts for more than one Category #

- CATEGORY #1** Plumbing & HVAC Supplies MRO-Edition 16 - Pages 757-933
- CATEGORY #2** Material Handling and Safety MRO-Edition 16 - Pages 361-436
- CATEGORY #3** Fasteners and Hardware MRO-Edition 16 - Pages 247-360
- CATEGORY #4** Construction/Outdoor Tools and Supplies MRO-Edition 16 - Pages 497-566
- CATEGORY #5** Electrical Supplies MRO-Edition 16 - Pages 623-756

In order to best serve the needs of the County, vendor(s) shall be selected who bids the lowest discount taken off the pricing found in the **16th Edition of the Induserve Supply MRO Catalog**. As the contract progresses through the contracted 24 months, any updates/new editions that affect the pricing shall supercede the pricing of the 16th edition

In the extreme case of a rise in M S R P due to the volatile nature of the raw materials market, the County will accept and inspect documentation as to a decrease in the winning vendors discount for a particular commodity. The County shall be sole judge of the validity of such claims and makes no guarantee that any claim shall be honored

DELIVERY SHALL BE MADE FREE OF CHARGE TO ANY LOCATION WITHIN THE GEOGRAPHICAL CONFINES OF UNION COUNTY

As an historical guide to the amount of business a successful vendor might expect over the 24 month term of the contract, the County provides the following information

CATEGORY #1-Plumbing Supplies	2005-2007: \$97,000
CATEGORY #2-Safety Equipment & Material Handling	2005-2007: \$49,000
CATEGORY #3-Hardware & Fasteners	2005-2007: \$90,000
CATEGORY #4-Construction/Outdoor Tools	2005-2007: \$102,000
CATEGORY #5-Electrical Supplies	2005-2007: \$110,000

Please note that this contract shall include four additional County entities Office of the Sheriff, Division of Police, Division of Emergency Management and Runnells Specialized Hospital, whose usage is NOT factored into the above historical guide

The quantities estimated above are derived from historical purchasing records of the County and are given for the information of the bidder and for the purpose of bid evaluation The bidder should understand the quantities estimated in these specifications are in no way guaranteed as minimum or maximum quantities

The estimated quantities provided do not indicate the actual quantities that the successful bidder will be required to furnish and deliver, since the actual quantities may vary during the term of the contract There shall be no minimum purchase obligation on the part of the county

The above figures have state contract purchases mixed in to the total for each category After this contract is awarded, the use of the resulting contract from this bid versus the state contracts will be judged by the best interests of the county

Bidders shall also have the option of extending their discounted pricing to any other governmental entity within the borders of Union County The additional business generated by the extension is inestimable and will depend on the voluntary participation of the entities

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

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE OPEN END CONTRACT AS ALLOWED UNDER N J A C 5 30 ET SEQ AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID SHALL BE ZERO (0) DOLLARS AND THE MAXIMUM SHALL BE THE QUANTITY OF DOLLARS ESTIMATED FOR EACH CATEGORY

BID FORM - PAGE 1 OF 1

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>CATEGORY #</u>	<u>DESCRIPTION</u>	<u>DISCOUNT</u>
1	PLUMBING & HVAC SUPPLIES MRO-EDITION 16 PAGES 757-933	_____ %
2	MATERIAL HANDLING and SAFETY MRO-EDITION 16 PAGES 361-394 PAGES 395-436	_____ %
3	FASTENERS and HARDWARE MRO-EDITION 16 PAGES 247-274 PAGES 275-360	_____ %
4	CONSTRUCTION/OUTDOOR TOOLS & SUPPLIES MRO-EDITION 16 PAGES 497-566	_____ %
5	ELECTRICAL SUPPLIES MRO-EDITION 16 PAGES 623-756	_____ %

F O B DESTINATION VARIOUS LOCATIONS WITHIN THE COUNTY OF UNION

NAME OF BIDDER _____

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 UNION COUNTY WILL BE AWARDED TO SAID LOWEST RESPONSIBLE RESPONSIVE BIDDER AND SPECIFICALLY **NOT** MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY

Initial

NAME OF BIDDER _____

BIDDER SIGNATURE PAGE

Rev 9/20/05

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

NAME OF BIDDER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE

FAX

EMAIL

BY
SIGNATURE

DATE

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

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

BUSINESS REGISTRATION CERTIFICATE

Mandatory Requirement

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 Treasury, Division of Revenue, or
- A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR	
TAXPAYER NAME	TAX REG-TEST ACCOUNT
TAX REGISTRATION TEST ACCOUNT	CLERK ADMINISTRATION
TAXPAYER IDENTIFICATION#	SEQUENCE NUMBER
870-087-382/500	0107.0
ADDRESS	ISSUANCE DATE
847 ROEBLING AVENUE TRENTON NJ 08611	07/14/04
VE DA	
0310	
11/11/04	

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
FORM BR-100 (REV. 04-03)

For Office Use Only
20041014120126533

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

ATTACH BRC HERE

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
- OTHER – If Other, Specify _____

Names of Officers of Corporation, or Partners

NAME	TITLE
------	-------

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

NAME OF BIDDER _____

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			
2			
3			
4			
5			

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

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

NAME OF BIDDER _____

NON-COLLUSION AFFIDAVIT

Rev 1/22/93

STATE OF _____ SS
COUNTY OF _____

I _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that I am _____ of the firm of _____, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so, that said bidder has not, directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for the said project

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (N J S A 52 34-15)

NAME OF CONTRACTOR

Sign Name Here

(Original signature only; stamped signature not accepted)

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

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST

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

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

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

AFFIRMATIVE ACTION REQUIREMENT

Rev 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

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

A. Procurement, Professional & Service Contracts

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

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

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

Print or type FIRM NAME here

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

Print or type NAME and TITLE here

Print or type DATE

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U S C S12 101 et seq), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense

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

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

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

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF BIDDER _____

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

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

Acknowledged for _____
(Name of Bidder)

By _____
(Signature of Authorized Representative)

Name _____
(Print or Type)

Title _____

Date _____

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

NAME OF BIDDER _____