



# COUNTY OF UNION

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

347

August 30, 2011

**BOARD OF  
CHOSEN FREEHOLDERS**

DEBORAH P. SCANLON  
*Chairman*

ALEXANDER MIRABELLA  
*Vice Chairman*

LINDA CARTER

ANGEL G. ESTRADA

CHRISTOPHER HUDAK

MOHAMMAD S. JALLOH

BETTE JANE KOWALSKI

DANIEL P. SULLIVAN

NANCY WARD

ALFRED J. FAFLLA  
*County Manager*

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

ROBERT E. BARRY, ESQ.  
*County Counsel*

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

The Viva Group, LLC  
50 Mount Bethel Road  
Warren, New Jersey 07059

**Re: BA 61-2011 Tools and Supplies for MRO**

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 E. Barry*

ROBERT E. BARRY  
County Counsel

REB/tp  
Enc

cc Nicole L. DiRado, Clerk of the Board  
Purchasing  
County Counsel  
Facilities Management  
Public Works  
Park Maintenance  
Runnells  
Emergency Management

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth NJ 07207

(908)527-4250

fax(908)289-4230

www.ucnj.org

*We're Connected to You!*

BA# 61-2011

BID OPENING ON

June 30, 2011

BIDS REVIEWED AND APPROVED AS TO FORM BY

*[Signature]*  
ASSISTANT COUNTY COUNSEL

DATE 7.8 2011



BID ACCEPTANCE AGREEMENT AUTHORIZATION

By Resolution #  
2011-755

Of the Board of Chosen Freeholders of

DATE ADOPTED

*[Signature]*  
8/25/11

CONTRACT REVIEWED AND APPROVED FOR AFFIRMATIVE ACTION LANGUAGE AND EVIDENCED BY

*[Signature]*  
AFFIRMATIVE ACTION OFFICER

DATE 8/8/11

APPROVED AS TO SUFFICIENCY OF FUNDS BY

*[Signature]*  
DEPARTMENT OF FINANCE

DATE 8/8/11

SUBJECT TO SUFFICIENCY OF FUNDS WHEN ORDERED

APPROPRIATION #	BID ITEM	EXPLANATION
<p>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:</p> <p>(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</p> <p>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</p> <p>RK</p>	<p>Various Departments</p> <p>Tools &amp; Supplies for MRO</p> <p>The Viva Group, LLC 50 Mount Bethel Road Warren, NJ 07059 Vendor # VIV00</p> <p>Category 1 - \$74,000 00 - 35% discount Category 2 - \$108,000 00 - 35% discount Category 3 - \$97,500 00 - 35% discount Category 4 - \$179,500 00 - 35% discount Category 5 - \$94,000 00 - 35% discount</p> <p>GRAND TOTAL not to exceed \$553,000 00</p> <p>Contract Period August 31, 2011 - August 30, 2013</p>	<p>ATTACHED PLEASE FIND</p> <p>Copy of recommendation letter from Niel Palmieri, Director Division of Facilities Management</p> <p>Original plus 2 copies of bid form pages from The Viva Group, LLC</p> <p>AGREEMENT NECESSARY</p>



2011 AUG -4 P 3 30

# COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES  
*Joseph A. Graziano Sr., Director*

To Michael Yuska, Director  
Department of Purchasing

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

*Joseph A. Graziano*  
*cc*

Date Thursday, August 4, 2011

Re Collective Acceptance of Tools & Supplies for MRO -  
*Category# 1, 2, 3, 4 and 5 (BA# 61-2011)*

**BOARD OF  
CHOSEN FREEHOLDERS**

DEBORAH P SCANLON  
*Chairman*

ALEXANDER MIRABELLA  
*Vice Chairman*

LINDA CARTER

ANGEL G ESTRADA

CHRISTOPHER HUDAK

MOHAMED S JALLOH

BETTE JANE KOWALSKI

DANIEL P SULLIVAN

NANCY WARD

Upon review of the bids received for the above, it is hereby recommended that  
**The Viva Group, LLC** be awarded the contract as the highest responsible bidder  
*The contract period shall be for twenty-four (24) consecutive months from  
August 31, 2011 through August 30, 2013 with no optional extension.*

ALFRED J FAELLA  
*County Manager*

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

ROBERT E BARRY, ESQ  
*County Counsel*

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

NIEL PALMIERI  
*Division Director*

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

**Category# 1 – Plumbing & HVAC Supplies – 35% Discount**

***Division of Facilities Management***

Account 1/2/3-01-26-775-570-344 \$60,000 00

***Division of Public Works***

Account M-13-56-201-011/012/013-341 \$7,000 00

***Division of Park Maintenance***

Account 1/2/3-01-26-775-581-341 \$2,000 00

***Runnells Specialized Hospital***

Account 1/2/3-01-27-792-650-344 \$4,000 00

***Division of Emergency Management***

Account 1/2/3-01-25-747-940-338 \$1,000 00

**DIVISION OF FACILITIES MANAGEMENT**

**Category# 2 - Material Handling & Safety Identification – 35% Discount***Division of Facilities Management*

Account	1/2/3-01-26-775-570-353	\$50,000 00
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*Division of Public Works*

Account	M-13-56-201-011/012/013-341	\$40,000 00
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*Division of Public Works, Bureau of Mosquito Control*

Account	1/2/3-01-26-775-580-341	\$2,000 00
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*Division of Park Maintenance*

Account	1/2/3-01-26-775-581-341	\$10,000 00
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*Runnells Specialized Hospital*

Account	1/2/3-01-27-792-650-353	\$4,000 00
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*Division of Emergency Management*

Account	1/2/3-01-25-747-940-338	\$2,000 00
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**Category# 3 – Fasteners & Hardware – 35% Discount***Division of Facilities Management*

Account	1/2/3-01-26-775-570-338	\$80,000 00
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*Division of Public Works*

Account	M-13-56-201-011/012/013-341	\$10,000 00
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*Division of Park Maintenance*

Account	1/2/3-01-26-775-581-341	\$2,000 00
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*Runnells Specialized Hospital*

Account	1/2/3-01-27-792-650-341	\$4,000 00
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*Division of Emergency Management*

Account	1/2/3-01-25-747-940-338	\$1,500 00
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**Category# 4 – Construction / Outdoor Tools & Supplies – 35% Discount***Division of Facilities Management*

Account	1/2/3-01-26-775-570-341	\$100,000 00
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*Division of Public Works*

Account	M-13-56-201-011/012/013-341	\$50,000 00
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*Division of Public Works, Bureau of Mosquito Control*

Account	1/2/3-01-26-775-580-341	\$4,500 00
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***Division of Park Maintenance***

Account 1/2/3-01-26-775-581-341 \$16,000 00

***Runnells Specialized Hospital***

Account 1/2/3-01-27-792-650-338 \$4,000 00

***Division of Emergency Management***

Account 1/2/3-01-25-747-940-338 \$5,000 00

**Category# 5 – Electrical Supplies – 35% Discount**

***Division of Facilities Management***

Account 1/2/3-01-26-775-570-338 \$80,000 00

***Division of Public Works***

Account M-13-56-201-011/012/013-341 \$6,000 00

***Division of Park Maintenance***

Account 1/2/3-01-26-775-581-341 \$2,000 00

***Runnells Specialized Hospital***

Account 1/2/3-01-27-792-650-343 \$4,000 00

***Division of Emergency Management***

Account 1/2/3-01-25-747-940-338 \$2,000 00

**TOTAL BID AMOUNT: \$553,000.00 NOT TO EXCEED**

If you should have any questions regarding this matter, please do not hesitate to contact Charles Chirafesi at (908) 558-2663

cc Joseph A. Graziano Sr., Director, Department of Engineering, Public Works & Facilities

NP/cc

*A G R E E M E N T*

THIS AGREEMENT made and entered into this 30<sup>th</sup> day of Aug 2011, 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 50 Mt, hereinafter referred to as the Supplier

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

1 SPECIFICATIONS

The Supplier for the sum not to exceed \$553,000 00 (this figure represents an estimate and shall not be construed as a guarantee) 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 MRO (Category 1 - \$74,000 00 – 35% discount, Category 2 - \$108,000 00 - 35% discount, Category 3 - \$97,500 00 – 35% discount, Category 4 - \$179,500 00 – 35% discount, Category 5 - \$94,000 00 – 35% discount) in a good and workman like manner and in strict accordance with the bid plans and specifications, issued on February 19, 2009, 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 on August 31, 2011 to August 30, 2013

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. The County shall be named as additional insured on the policy. 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:**

- A 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.
- B 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.
- C 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 insurance shall include the following:
  - (i) Personal Injury Liability,
  - (ii) Blanket Contractual Liability applying to assumption of liability under any written Contract,
  - (iii) Products and/or Completed Operations Liability
- D A Certificate of Insurance shall be filed with the County prior to commencement of the work. This Certificate shall contain a provision that insureds afforded under the policies will not be canceled without at least 30 days prior written notice being given to the County and name the County as additional insured.

### 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

When required by the specifications, the Performance Bond form must be completed in accordance with same. 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

(REVISED 4/10)  
**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

## 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

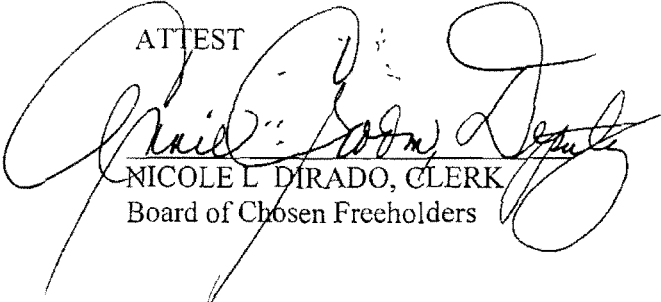
The Supplier shall be responsible for payment of any and all taxes and for obtaining any necessary or required licenses, permits required by Federal, State, County or local law or ordinance. In the event a sales tax or similar tax is imposed, Union County shall reimburse Supplier for said tax, provided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

COUNTY OF UNION

  
NICOLE L DIRADO, CLERK  
Board of Chosen Freeholders

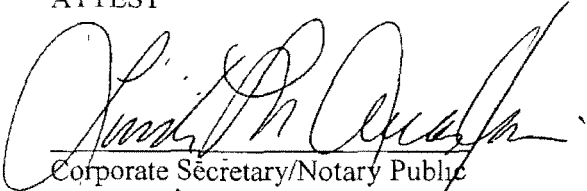
BY   
GEORGE W DEVANNEY  
County Manager

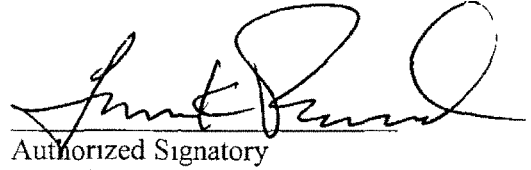
APPROVED AS TO FORM

  
ROBERT E BARRY, ESQ  
County Counsel

ATTEST

The Viva Group LLC

  
Corporate Secretary/Notary Public

  
Authorized Signatory

**LURDES M ANASTACIO**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MAR 31, 2016  
ID #2406817

**FRANK VICENESE**  
Print Name  
**PRESIDENT**  
Print Title





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

<b>PRODUCER</b> James A Connors Associates Inc 225 Madison Avenue P O. Box 336 Morristown NJ 07963-0336		<b>CONTACT NAME</b> Elaine Martin <b>PHONE (A/C No. Ext)</b> (973) 539-9300 <b>FAX (A/C No.)</b> (972) 605-1299 <b>E-MAIL ADDRESS</b> emartin@jamesaconnors.com <b>PRODUCER CUSTOMER ID#</b> 00019003	
<b>INSURED</b> THE VIVA GROUP LLC 50 MOUNT BETHEL RD WARREN NJ 07059		<b>(INSURER(S) AFFORDING COVERAGE)</b> INSURER A Hartford Ins.Co of the Midwest 37478 INSURER B Hartford Underwriters Ins Co 30104 INSURER C INSURER D INSURER E INSURER F	

**COVERAGES**

CERTIFICATE NUMBER:11-12

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL.INSUR. INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	1388AP83154	1/22/2011	1/22/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A 13WECG40862	1/29/2011	1/29/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The County of Union is afforded "Additional Insured" if such status is required via written contract or agreement per liability policy provision. All "contractual liability" is subject to the agreements, conditions and exclusions of the liability policies listed.

**CERTIFICATE HOLDER**

**CANCELLATION**

(908) 754-2155  
  
 County of Union  
 Elizabethtown Plaza  
 Elizabeth, NJ 07207

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE  
  
 James Connors,

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

THE VIVA GROUP LLC  
NAME OF BIDDER

50 MOUNT BETHEL RD  
ADDRESS OF BIDDER

WARREN, N.J. 07059

TELEPHONE 908.754.4944

FAX 908.754-2155

EMAIL thevivagroup@optonline.net

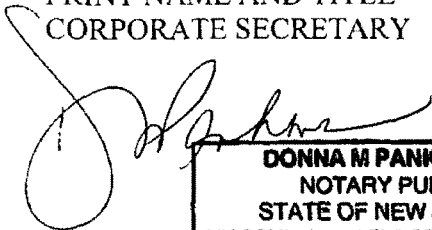
BY Frank Vicenose  
SIGNATURE

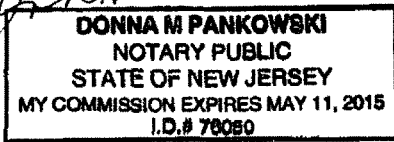
DATE July 13, 201

FRANK VICENOSE, PRESIDENT  
PRINT OR TYPE NAME AND TITLE

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

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





AFFIX CORPORATE SEAL

**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

**ORIGINAL**

**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 MRO (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	<b>PLUMBING &amp; HVAC SUPPLIES</b> MRO - EDITION 19 PAGES 693-873	<u>35</u> %
2	<b>MATERIAL HANDLING and SAFETY &amp; IDENTIFICATION</b> MRO - EDITION 19 PAGES B1-C23 PAGES D1-D18 PAGES 311-333	<u>35</u> %
3	<b>FASTENERS and HARDWARE</b> MRO - EDITION 19 PAGES 189-216 PAGES 219-301	<u>35</u> %
4	<b>CONSTRUCTION/OUTDOOR TOOLS &amp; SUPPLIES</b> MRO - EDITION 19 PAGES 381-452	<u>35</u> %
5	<b>ELECTRICAL SUPPLIES</b> MRO - EDITION 19 PAGES 521-689	<u>35</u> %

F O B DESTINATION      VARIOUS LOCATIONS WITHIN THE COUNTY OF UNION

NAME OF BIDDER: THE VIVA GROUP LLC

**ORIGINAL**

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 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 BIDDER AND SPECIFICALLY NOT MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY

  
Initial

NAME OF BIDDER: THE VIVA GROUP LLC

**STOCKHOLDER DISCLOSURE CERTIFICATION**

N J S A 52 25-24 2 (P L 1977 c 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection

CHECK ONE

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned

OR

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

**LEGAL NAME OF BIDDER** THE VIVA GROUP LLC

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

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

Date Incorporated: OCT, 2001 Where Incorporated: NEW JERSEY

BUSINESS ADDRESS:

50 MOUNT BETHEL RD WARREN N.J 07059  
 Street Address City State Zip  
 Code  
908-754-4944 908-754-2155  
 Telephone # Fax #

Pursuant to N J S A 52 25-24 2, also referred to as P L 1977, c 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein Further, the Attorney General has concluded that the provisions of N J S A 52 25-24 2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations

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

**ORIGINAL**

**STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)**

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

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1 FRANK VICENDESE	[REDACTED]	PRES.	100%
2			
3			
4			
5			

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

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

Subscribed and sworn before me this 29<sup>th</sup> day  
of

June, 2011

(Notary Public)

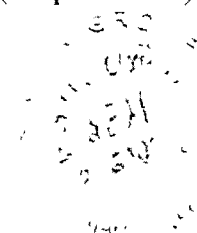
My Commission expires

**DONNA M PANKOWSKI**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 11, 2015  
I.D.# 76050

[Signature]  
(Affiant)

FRANK VICENDESE, PRES.  
(Print name & title of affiant)

(Corporate Seal)



**ORIGINAL**

NON-COLLUSION AFFIDAVIT

Rev 1/22/93

STATE OF NEW JERSEY

SS

COUNTY OF UNION

I FRANK VICENDESE 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 PRESIDENT of the firm of THE VIVA GROUP LLC, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so, that said bidder has not, directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for the said project

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



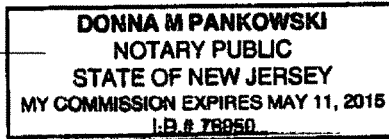
Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before  
Me this 29th day of June, 2011

Notary Public of the State of New Jersey

My Commission expires 2/11/15



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

**ORIGINAL**



**AFFIRMATIVE ACTION REQUIREMENT**

Rev 6/29/93

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

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

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

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

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

THE VIVA GROUP LLC

Print or type FIRM NAME here

Frank Villendyse PRESIDENT

Sign NAME and TITLE here

(Original signature only, stamped signature not accepted)

FRANK VILLENDSSE, PRESIDENT

Print or type NAME and TITLE here

JUNE 29, 2011

Print or type DATE

**ORIGINAL**

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

**RECEIVED**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO 1 REPORT FOR SECTION B ITEM 11. For Instructions on completing the form go to [www.nj.gov/contract-compliance](http://www.nj.gov/contract-compliance)

**SECTION A - COMPANY IDENTIFICATION**

Affirmative Action Office

1. FED. NO. OR SOCIAL SECURITY <b>22-3842010</b>	2. TYPE OF BUSINESS <input type="checkbox"/> 1 MFG <input type="checkbox"/> 2 SERVICE <input checked="" type="checkbox"/> 3 WHOLESALE <input type="checkbox"/> 4 RETAIL <input type="checkbox"/> 5 OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>4</b>
4. COMPANY NAME <b>THE VIVA GROUP LLC</b>		
5. STREET <b>50 MOUNT BETHEL RD</b>	CITY <b>WARREN</b>	COUNTY <b>SOMERSET</b>
STATE <b>N.J.</b>	ZIP CODE <b>07059</b>	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NON-INDICATE) <b>N/A</b>		
7. CHECK ONE: IS THE COMPANY <input checked="" type="checkbox"/> SINGLE ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI ESTABLISHMENT EMPLOYER		
8. IF MULTI ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>4</b>		
10. PUBLIC AGENCY AWARDED CONTRACT <b>COUNTY OF UNION</b>		
CITY <b>ELIZABETH</b>	COUNTY <b>UNION</b>	STATE <b>N.J.</b>
ZIP CODE <b>07207</b>		
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

Affirmative Action Office

AUG 28 2011

**RECEIVED**

**SECTION B - EMPLOYMENT DATA**

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

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

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1 Visual Survey <input type="checkbox"/> 2 Employment Record <input type="checkbox"/> 3 Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	15. IF NO DATE LAST REPORT SUBMITTED MO DAY YEAR <b>3 12 10</b>
13. DATES OF PAYROLL PERIOD USED From _____ to _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>FRANK VICENDESE</b>	SIGNATURE 	TITLE <b>PRESIDENT</b>	DATE MO DAY YEAR <b>7 26 11</b>
17. ADDRESS NO & STREET <b>50 MOUNT BETHEL RD</b>	CITY <b>WARREN</b>	COUNTY <b>SOMERSET</b>	STATE <b>N.J.</b>
ZIP CODE <b>07059</b>	PHONE (AREA CODE NO EXTENSION) <b>908 254-4944</b>		

**ORIGINAL**

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

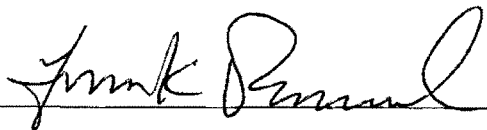
The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name FRANK VICENPESE (Please print or type)

Signature  Date JUNE 29, 2011

NAME OF BIDDER: THE VIVA BROOK LLC

# BUSINESS REGISTRATION

## Mandatory Requirement

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

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

Proof of business registration shall be:

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME	TRADE NAME
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#	SEQUENCE NUMBER
979-007-562300	0000139
ADDRESS	ISSUANCE DATE
847 ROTENBURG AVE. TRENTON, NJ 08611	07/14/04
EFFECTIVE DATE	
09/01/01	

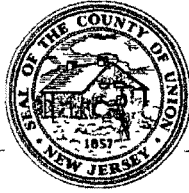
*J.P. S. Tully*  
Acting Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Number	TAX REG. TEST ACCOUNT
Trade Name	
Address	847 ROTENBURG AVE. TRENTON, NJ 08611
Certificate Number	1093907
Date of Issuance	October 14 2004
For Office Use Only	
	20041014112828633

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME:	TRADE NAME:
THE VIVA GROUP, LLC	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:
223-842-010/000	0054013
ADDRESS:	ISSUANCE DATE:
50 MOUNT BETHEL ROAD WARREN NJ 07059	09/28/04
EFFECTIVE DATE:	
10/29/01	
FORM-BRC(08-01)	<i>J.P. S. Tully</i> Acting Director

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

**ORIGINAL**



# 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**

DEBORAH P SCANLON  
*Chairman*

ALEXANDER MIRABELLA  
*Vice Chairman*

LINDA CARTER

ANGEL G ESTRADA

CHRISTOPHER HUDAK

MOHAMED S JALLOH

BETTE JANE KOWALSKI

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,  
C M C, M P A  
*Clerk of the Board*

MICHAEL M YUSKA Q P A  
*Director of Purchasing*

**TOOLS & SUPPLIES FOR MRO (MAINTENANCE REPAIR OPERATIONS)  
BA# 61-2011  
BID SUBMISSION CHECK LIST**

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

Date: 6/29/11 Each bidder should complete this form and initial each entry

NAME OF BIDDER THE VIVA GROUP LLC

**DIVISION OF PURCHASING**

Elizabethtown Plaza

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

*We're Connected to You!*

**ORIGINAL**  
www.ucnj.org

# Bids Wanted

## BID SOLICITATION

NOTICE IS HEREBY GIVEN THAT SEALED BIDS WILL BE RECEIVED IN THE PURCHASE BUREAU RECEPTION ROOM, 9TH FLOOR, 33 WEST STATE STREET, P O BOX 230, TRENTON, N J 08625-02300, UNTIL 2 00PM ON JULY 7, 2011 AND WILL BE PUBLICLY OPENED AND ANNOUNCED FOR THE FOLLOWING X-22095 Sheets and Pillowcases - OSS NOTE ADDENDUM 1 MAILED JUNE 13 2011 ORIGINAL BID OPENING JULY 7, 2011 REVISED BID OPENING JULY 7 2011( NO CHANGE) BIDDERS ARE REQUIRED TO COMPLY WITH THE STANDARD TERMS AND CONDITIONS CONTAINED IN THE RFP BID DOCUMENTS ARE AVAILABLE AT <http://www.state.nj.us/treasury/purchase> STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY 6/16/2011 \$38 28

## BID SOLICITATION

NOTICE IS HEREBY GIVEN THAT SEALED BIDS WILL BE RECEIVED IN THE PURCHASE BUREAU RECEPTION ROOM, 9TH FLOOR, 33 WEST STATE STREET, P O BOX 230, TRENTON, N J 08625-02300 UNTIL 2 00PM ON AUGUST 10, 2011 AND WILL BE PUBLICLY OPENED AND ANNOUNCED FOR THE FOLLOWING X-22131 NJDEP Ellis Property Superfund site Barrier Wall Construction Contract SPECIFICATION DATE JULY 6, 2011 TIME 10 00 AM PLACE ELLIS PROPERTY SUPERFUND SITE BIDDERS ARE REQUIRED TO COMPLY WITH THE STANDARD TERMS AND CONDITIONS CONTAINED IN THE RFP BID DOCUMENTS ARE AVAILABLE AT <http://www.state.nj.us/treasury/purchase> STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY 6/16/2011 \$40 60

## BID SOLICITATION

NOTICE IS HEREBY GIVEN THAT SEALED BIDS WILL BE RECEIVED IN THE PURCHASE BUREAU RECEPTION ROOM, 9TH FLOOR, 33 WEST STATE STREET, P O BOX 230, TRENTON, N J 08625-02300, UNTIL 2 00PM ON JULY 12, 2011 AND WILL BE PUBLICLY OPENED AND ANNOUNCED FOR THE FOLLOWING X-22060 Fleet Management Services for Central Motor Pool supported Vehicles NOTE ADDENDUM 1 MAILED JUNE 13, 2011 ORIGINAL BID OPENING JULY 12, 2011 REVISED BID OPENING JULY 12 2011( NO CHANGE) BIDDERS ARE REQUIRED TO COMPLY WITH THE STANDARD TERMS AND CONDITIONS CONTAINED IN THE RFP BID DOCUMENTS ARE AVAILABLE AT <http://www.state.nj.us/treasury/purchase> STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY 6/16/2011 \$39 44

## 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 30, 2011, at 2 00 p.m. prevailing time in the 3rd Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabethtown, New Jersey for BA# 61-2011 - TOOLS & SUPPLIES FOR WRO (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, Elizabethtown, 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 - P.A. Director of Purchasing June 16, 2011 \$71 92

## 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 30, 2011, at 2 p.m. prevailing time, in the 3rd Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabethtown, New Jersey for

Traffic Paint 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. Please be advised that the work, materials or supplies in the specifications are being obtained through a Cooperative Pricing system - ID # 8UCCP approved and registered with the State of New Jersey. The County of Union is the Lead Agency and there are a variable number of municipalities participating in this contract. 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, Elizabethtown, 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 \$85 84

## COUNTY OF UNION

NOTICE TO BIDDERS SEALED bids will be received by the director of the Division of Purchasing, or his designee, at the County of Union, New Jersey on July 7, 2011 at 2 00 p.m. prevailing time, in the 3rd Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabethtown, New Jersey for Froehlich Public Safety Building - Dispatch Service Area Renovations County of Union Westfield, New Jersey Union County Engineering Project No 2010-023A, BA#68-2011

In accordance with the specifications and forms of the bid packages Plans and specifications for this work may be examined at the Division of Engineering, 2325 South Avenue, Scotch Plains, New Jersey, between 8 30 a.m. and 4 00 p.m. weekdays. Compact disk(s) are available for procurement upon payment of a non-refundable money order or bank check in the amount of \$25 00 made payable to the "County of Union". No Personal/Company checks will be accepted. Requests for mailing of specifications will not be honored. For further information please call 908-789-3673.

Bidders on this project are required to be classified by the State of NJ, Division of Property Management and Construction (DPMC) under classification # C009 as well as other documentary requirements as set forth in the INSTRUCTION TO BIDDERS found in the bid specifications. Please note that if the project budget is \$5 million or more, a signed PROJECT LABOR AGREEMENT shall be required. The form of same shall be provided in the bid package. 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 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. MICHAEL M. YUSKA - DIRECTOR OF PURCHASING 6/16/11 \$109 04

FRANKLIN TOWNSHIP HOUSING AUTHORITY REQUEST FOR PROPOSALS GENERAL LEGAL SERVICES The Franklin Township Housing Authority is seeking an attorney/law firm (with a minimum of 5 years Housing Authority legal experience) to provide general legal services to the Authority's Board of Commissioners and Executive Director. Interested attorneys/law firms are invited to contact Hazel Burnett Davis, Executive Director at (732-545-9430 or hbdavis@ftha.org) to obtain a copy of the Request for Proposals for Legal Services, or with any questions regarding the RFP or specific scope of services to be provided.

Interested attorney firms shall submit (3) copies of the proposal, including the fee for which services to be provided, to Burnett Davis, Executive Director of the Township Housing Authority, at 1 Parkside, Somerset, NJ 08873. P.M. on Thursday, 2011. The last inquiries is July 2011. The selection of attorney/law firm is based upon qualifications and specific expertise. Public Housing Authority of the Agreement between the parties for a twelve (12) period, with a not exceed price to be determined by the Authority. The FTHA reserves right to reject all bids, or to waive informality, if it is in the best interest of the FTHA. Hazel Burnett Davis, Executive Director - 6/16, 6/17/11

NEWARK PUBLIC SCHOOLS IN THE COUNTY OF ESSEX Sealed proposals will be received by the Public Schools Department, Eighth in Conference Room Cedar Street, New 07102, Thursday, June 2011 between 10:11 05 a.m. prevailing and then publicly and read for SOLICITATION #7, HIGH SCHOOL ATHLETICS & EQUIPMENT (2) YEAR CONTRACT WINTER/SPRING The Newark Public Schools District utilizes electronic bidding. Vendors interested in bidding must register at [www.nps.k12.nj.us](http://www.nps.k12.nj.us) click on the link for Bidders and Bidder Attention. Applicable documents are obtainable by Thursday, June 16, 2011. Registration is free. Further information regarding registration please contact Mitchell at (908) 701-1111. Bidders are required to comply with the requirements of PL 1975, 1 (NJAC 17 27). The School District serves the right to any or all proposals to waive any irregularities in the proposal. By order of The Public Schools of County of Essex Stacey M. Robinson, Director of Support Services To run Wednesday, 6/16 2011

NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY, INC. REQUEST FOR PROPOSALS EVALUATION OF NEXT GENERATION BUS RAIL TRANSIT SERVICES IN NJTPA REGION The North Jersey Transportation Planning Authority (NJTPA), the Metropolitan Planning Organization for the 13 counties in northern New Jersey, is announcing a Request for Proposals for consultant assistance to conduct evaluation of Next Generation Bus Rapid Transit (BRT) Services in NJTPA region. The NJTPA will evaluate the proposals for BRT system currently operating in the North Jersey Corridor/I-95 region, identify BRT-appropriate corridors in the NJTPA region, identify barriers to implementation, and recommend specific actions.



# 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**

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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,  
C M C , M P A  
*Clerk of the Board*

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

**TOOLS & SUPPLIES FOR MRO (MAINTENANCE REPAIR OPERATIONS)  
BA# 61-2011  
BID SUBMISSION CHECK LIST**

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

Date \_\_\_\_\_ Each bidder should complete this form and initial each entry

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

**DIVISION OF PURCHASING**