



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

Matthew N. DiRado, Esq., Director

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

MEMO TO: TO ALL POTENTIAL BIDDERS

FROM: MICHAEL M. YUSKA
DIRECTOR OF PURCHASING

DATE: JUNE 19, 2013

RE: CLARIFICATION NO. 1

TREES BA# 54-2013

**The County of Union will be substituting the
Chinese Elm for the Pyrus Kawakamii
and the Quercus Rubra for the Cercis Canadensis.**

**Please replace pages 19, 21, 33, & 36 with the pages that are
attached.**

DIVISION OF PURCHASING

Elizabethtown Plaza

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

www.ucnj.org

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SECTION 1

COUNTY OF UNION

A. DIVISION OF PUBLIC WORKS

Tree Size Height: 10 - 12' & Tree Size Caliper: 2 - 2 ½"

<u>QUANTITY</u>	<u>SPECIES</u>
30	Quercus Macrocarpa (Bur Oak)
30	Gleditsia Tricanthos 'Shademaster' (Thornless Honeylocut)
30	Acer Ruben (Red Maple)
30	Chinese Elm
30	Quercus Rubra
300 PACKETS	Mycor Soil Enhancer

B. DIVISION OF PARK MAINTENANCE

Various calipers and heights are specified

<u>QUANTITY</u>	<u>SPECIES</u>
10	Acer Rubrum (RED MAPLE) 3-3.5" caliper
10	Acer Saccharum (SUGAR MAPLE) 5-7'
10	Amaelanchier Canadensis (SHADBLOW) 5-7'
20	Betula Nigra (RIVER BIRCH) 12-14'
15	Cornus Florida (WHITE DOGWOOD) 2-3" caliper
10	Cornus Rubra (PINK DOGWOOD) 2-2.5" caliper
20	Ilex Opaca (AMERICAN HOLLY) 7-8'
25	Juniperus Virginiani (RED CEDAR) 5-7'
5	Liriodendron Tulipifera (YELLOW POPLAR) 5-7'

SECTION 2

A. PARTICIPATING COOPERATIVE MEMBERS

<u>MEMBER</u>	<u>QUANTITY</u>	<u>SPECIES</u>
1. City of Elizabeth 50 Winfield Scott Plaza Elizabeth NJ 07201	140 60	Gleditsia Tricanthos 'Shademaster' Quercus Pakustris
2. Borough of Fanwood 75 North Martine Avenue Fanwood NJ 07023	2 3 2 3 2 3	Acer Saccharum Cornus Rubra Liriodendron Tulipifera Nyssa Sylcatica Platanus Occidentalis Quercus Palustris
3. City of Plainfield 515 Watchung Way Plainfield NJ 07060	20 20 50 10 10	Quercus rubra Malus "Snowdrift" Nyssa Sylcatica Platanus Occidentalis Quercus Alba
4. City of Rahway 3 City Hall Plaza Rahway NJ 07065	18	Acer Saccharum

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE, DELIVER AND PLANT **TREES** IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

SECTION 1 – COUNTY OF UNION

QUANTITY (MORE OR LESS)	DESCRIPTION	UNIT PRICE	SUB TOTAL
30	Quercus Macrocarpa (Bur Oak)	\$ _____	\$ _____
30	Gleditisia Tricanthos ‘Shademaster (Thornless Honeylocut)	\$ _____	\$ _____
30	Acer Ruben (Red Maple)	\$ _____	\$ _____
30	Chinese Elm	\$ _____	\$ _____
30	Quercus Rubra	\$ _____	\$ _____
10	Acer Rubrum (Red Maple)	\$ _____	\$ _____
10	Acer Saccharum (SugarMaple)	\$ _____	\$ _____
10	Amaelanchier Canadensis (Maple)	\$ _____	\$ _____
20	BetulaNigra (River Birch)	\$ _____	\$ _____
15	Cornus Florida (White Dogwood)	\$ _____	\$ _____
10	Cornus Rubra (Pink Dogwood)	\$ _____	\$ _____
20	Ilex Opaca American Holly	\$ _____	\$ _____

NAME OF BIDDER: _____

SECTION 2 – PARTICIPATING COOPERATIVE MEMBERS

QUANTITY (MORE OR LESS)	DESCRIPTION	UNIT PRICE	SUB TOTAL
140	Gleditsia Tricanthos ‘Shademaster (Thornless Honeylocut)	\$ _____	\$ _____
20	Quercus Rubra	\$ _____	\$ _____
20	Acer Saccharum (SugarMaple)	\$ _____	\$ _____
3	Cornus Rubra (Pink Dogwood)	\$ _____	\$ _____
2	Liriodendron Tulipifera (Yellow Poplar)	\$ _____	\$ _____
20	Malus “Snowdrift” (Crabapple)	\$ _____	\$ _____
53	Nyssa Sylvatica (Black Tupelo)	\$ _____	\$ _____
12	Platanus Occidentalis (Sycamore)	\$ _____	\$ _____
10	Quercus Alba (White Oak)	\$ _____	\$ _____
63	Quercus Palustris (Pin Oak)	\$ _____	\$ _____

TOTAL SECTION 2 \$ _____
(NOT TO EXCEED)

NAME OF BIDDER: _____



COUNTY OF UNION

BID SUBMISSION CHECKLIST

BA 54-2013 TREES

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – *follow instructions and fill out completely*
- _____ 3. Stockholder Disclosure Certification (2 pages) – *fill out completely and notarize*
- _____ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- _____ 5. Americans with Disabilities Form
- _____ 6. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- _____ 7. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED
- _____ 8. UC Cooperative Pricing Extension Form
- _____ 9. Experience Statement
- _____ 10. Equipment Statement

Each bidder should complete this form, initial each entry, sign and date at the bottom and submit with bid.

NAME OF BIDDER: _____ DATE: _____

COUNTY OF UNION

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 26, 2013, at **2:00 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

BA# 54-2013 – TREES

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier.

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

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michael M. Yuska-Q.P.A, Director of Purchasing.

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

GENERAL SPECIFICATIONS

Revised September 2011
Goods & Services

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time and in the place noted on the sheet marked "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. In the event there is a discrepancy between any unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

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(d).

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.

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

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

2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount.

The County of Union shall award the contract or reject all bids within sixty (60) days; except that the bids of any bidders' who consent thereto may, at the request of the County, be held for consideration such longer periods as may be agreed.

The County will return all bid guarantees after the bids have been opened, read, tabulated and checked except those of the three (3) bidders whose bids are considered the lowest responsible bids. The bid bonds of the low three (3) bidders will be returned within ten (10) days of the date of the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and/or fails to furnish the required performance bond, the Surety of such bidder will be held and used by the County as liquidated damages for such refusal or neglect.

3. QUALIFICATION OF BIDDERS

The County of Union may make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations of Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, Firm or Partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

4. RESERVATIONS

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union, New Jersey.

5. AWARD AND EXECUTION OF CONTRACTS

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within 60 days; except that the bids of any bidders who consent thereto may, at the request of the County be held for consideration for such longer periods as may be agreed.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

6. BRAND NAMES

Whenever an item specified by manufacturer's model number, brand or trade name, it is understood that such description is only for the purpose of defining the level of quality desired, and does not in any way restrict bidding to the named brand. Bids on other brands may be submitted by any responsible supplier, provided such brands are equal to or better than the one named in the specifications. However, the burden of proof as to the comparative quality and suitability of alternate or substitute equipment, articles or materials lies with the bidder and, he shall furnish, at his own expense, all information necessary or related thereto as required by the County of Union. The County of Union shall be the sole judge as to the comparative quality and suitability of alternate or substitute equipment, articles, or materials, and the decision shall be final.

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 proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

8. INSURANCE REQUIREMENTS

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

1. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$1,000,000.00 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with respect to work emanating from the Contract with the County. This insurance will include the following:
 - a. Personal Injury Liability
 - b. Blanket Contractual Liability applies to assumption of liability under any written Contract
 - 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 \$500,000.00 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made in the policy.

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

9. INDEMNIFICATION REQUIREMENTS

The Supplier shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting there from, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10. NON-DISCRIMINATION

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant 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.

11. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

12. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

13. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the work, and must remove from the work any incompetent, unsuitable, or disorderly person upon complaint from the County.

The parties to any contract resulting from this bid do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 (discrimination in employment on public works contracts): 34:11-56.25 et seq. (payment of prevailing rate of wages determined pursuant to N.J.S.A 34:11-56.30 by the Commissioner), and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them.

There will be no discrimination against any employee who is employed in the work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

14. PAYMENT OF WAGES OR BENEFITS WITHIN TIME

The County of Union requires all bidders to comply with N.J.S.A. 2C:40 A-2. Failure of an employer to pay wages or benefits within time specified will result in a penalty for the violation.

"In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to an agreement made with a collective bargaining agent or with an individual employee which requires the payment of (a) wages or of benefits, or (b) contributions for the support of a fund out of which benefits may be paid, including, without limitation upon the generality of the foregoing, any pension fund, welfare fund or any fund for the support of any program or programs in any trade, profession or occupation concerned in such agreement, or other penalties in connection with the employment of any employee or employees and who knowingly and willfully fails or refuses to make such payments within thirty (30) days after such payments are by said agreement to be made, or in the case of wages, if the agreement fails to specify the time of payment, then within the time specified for the payment of wages by Section 2, P.L. 1965, c.173 (N.J.S.A. 34:11-42) is a disorderly person".

If such employer is a corporation, the officer or employee responsible for such willful failure or refusal is a disorderly person.

15. PREFERENCE FOR DOMESTIC PRODUCTS

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

16. ON SITE STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and County may offer available space, if any, for storage of such materials or equipment. The contractor shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

17. FINAL CLEAN UP

Upon completion of each project assigned, the Contractor will remove all equipment, unused materials, rubbish, etc., and will repair, or replace in a manner acceptable to the County, all areas that may have been damaged in the prosecution of the work.

18. SUB-LETTING OF WORK

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of work: plumbing, heating, ventilation and air conditioning, electrical, ornamental iron, structural steel and steam power. If these trades are expected to be part of the contract, such subcontractors should be listed on the bid sheet entitled "List of Subcontractors". Substitutions of any listed subcontractors pursuant to N.J.S.A. 40A:11-16 will not be permitted except with the consent of the Director.

Except for the List of Subcontractors, pursuant to N.J.S.A. 40A:11-16, no portion of the work will be sublet by the Contractor to any other entities, except with the consent of the Director of Facilities Management. A complete list of approved subcontractors must be submitted to the Director prior to the start of work. All Subcontractors will be subject to N.J.S.A. 34:11-56 et al.

19. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56a.25 et seq. requires that the following additional conditions must be strictly followed.

The bidder's signature on this proposal is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Industry as one who failed to pay prevailing wages in accordance with the provisions of this Act.

The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64. The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of work, or such portion thereof that relates to the failure to pay prevailing rates of wages.

In such event or under the terms N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation. The Contractor or Subcontractors for this project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages. The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment.

20. FRINGE BENEFIT REQUIREMENTS

The County of Union requires all bidders to comply with N.J.S.A. 2A:170-90.2, regarding fringe benefits. This statute states:

"Failure of employer to pay wages or benefits within time specified; penalty for violation: In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to an agreement made with a collective bargaining agent or with an individual employee which requires the payment of (a) wages or of benefits, or (b) contributions for the support of a fund out of which benefits may be paid, including, without limitation upon the generality of the foregoing, any pension fund, welfare fund or any fund for the support of any program or programs of education or vacation benefits for the employees covered by such agreement, or any fund for the support of any apprenticeship program or programs in any trade, profession or occupation concerned in such agreement, or (c) other payments in connection with the employment of any employee or employees and who knowingly and willfully fails or refuses to make such payments within 30 days after such payments are required by said agreement to be made, or, in case of wages, if the agreement fails to specify the time of payment, then within the time specified for the payment of wages by section 2, P.L. 1965, c.173(C34:11-4.2) is a

disorderly person. If such employer is a corporation, the officer or employee responsible for such willful failure or refusal is a disorderly person.”

**21. RESOLUTION NO. 1148-98 AND 1167-98 ADOPTED ON SEPTEMBER 24, 1998
BY THE BOARD OF CHOSEN FREEHOLDERS**

In addition to compliance with the New Jersey Prevailing Wage Act, the Contractor shall comply with the requirement as set forth in Resolutions No. 1148-98 and 1167-98 adopted on September 24, 1998 by the Union County Board of Chosen Freeholders.

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

**RESOLUTION NO. 1148-98
DATE: 9/24/98**

WHEREAS, the Public Contract Law of New Jersey that all contractors and subcontractors pay to the workforce on such projects the prevailing wage rates; and

WHEREAS, it has come to the attention of the Board of Chosen Freeholders that workmen have not at all times received such wages; and

WHEREAS, while the Board of Chosen Freeholders is aware that the State of New Jersey is the actual enforcing arm for such requirements, the Board desires to itself on behalf of such workers put in place a procedure, which will further protect the rights of the workers to the payment of accurate and fair wages:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Union; hereby declares that henceforth, as a matter of POLICY;

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1 et seq.

(2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by the contractor in connection with a public work. Further the County shall have the right to demand such proof as necessary to verify said records.

(3) All contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of work.

(4) All public works specifications and contracts shall include a clause that requires all contractors and subcontractors to submit properly executed Worker Notification Acknowledgment forms to the County. These forms will be supplied by the County to all approved contractors and subcontractors; a copy of such form is attached as Appendix A. These forms will provide proof that all workers have been made aware of their rights to receive the prevailing wage for the particular craft or trade for which they are employed.

(5) This resolution shall apply to any projects bid after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

**RESOLUTION NO. 1167-98
DATE: 9/24/98**

WHEREAS, the County of Union finds that it is essential to the public safety that any and all public works be performed by competent and trained employees of responsible contractors and subcontractors; and

WHEREAS, the State of New Jersey has recognized and provided for training of employees through Apprenticeship Programs licensed by the State of New Jersey; and

WHEREAS, the County of Union has the right and responsibility to determine that all contractors and subcontractors who perform public work be qualified according to consistent and uniformly applied standards; and

WHEREAS, it is important that the County of Union use a contractor and/or subcontractor who acts with responsibility in complying with applicable wage laws:

NOW, THEREFORE, BE IT RESOLVED, that all applicable regulations, bid specifications and rules of the County of Union shall state that:

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1, et seq. Employer contributions for employee benefits pursuant to a then existing bona fide collective bargaining agreement shall be considered an integral part of the wage rate paid by employers of any craft or trade in Union County for the purpose of determining the prevailing wage.

(2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade and actual hourly rate of wages paid to each work man employed by him in connection with a public work. Further, the County shall have the right to demand such proof as is necessary to verify said records.

All Contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of the work.

(3) The bidder, and all contractors and subcontractors must employ the ratio of apprentices to journeymen as set forth by the Commissioner of Labor in determining the Prevailing Wage, or, if no such ration has been established, than at a ratio of one apprentice to every four journeymen.

An apprentice is an individual who, while performing work on a public project, is registered, in good standing, in a n apprenticeship program approved or certified by the Division of Vocational Education in the New Jersey Department of Education or by the Bureau of Apprenticeship and Training in the United States Department of Labor.

A contractor or subcontractor employing one or more apprentices on a public work project shall maintain with its records written evidence that the apprenticeship program while performing work on the project. The contractor or subcontractor shall make all records available for inspection by Union County and by the Commissioner during normal business hours.

Union County and the Commissioner shall have unencumbered access to the access to the employees who are employed on a public project for the purpose of interviewing and determining compliance.

A contractor or subcontractor shall not create job titles and worker classifications that are not consistent with prevailing practices and existing task ratios for a specific building trade's craft for the purpose of circumventing the intent of this resolution.

(4) The bidder, and all contractors and subcontractors must properly classify workers as employees and not as independent contractors, and treat them accordingly for purposes of wages, benefits, workers compensation insurance coverage, unemployment taxes, social security tax and income tax withholding. The criteria identified in the Unemployment Compensation Law at N.J.S.A. 43:21-19(1)(6)(a)(c) and interpreting case law will be used to determine whether a worker is an employee or independent contractor for purposes of this resolution.

(5) The bidder, and all contractors and subcontractors shall comply with the Prevailing Wage Act and its regulations regarding payment of fringe benefits.

(6) Any bidder, contractor or subcontractor who fails to maintain throughout the entire duration of the project full compliance with the foregoing requirements and qualifications shall be subject to one or more of the following sanctions:

- A. Cessation of work.
- B. Removal from project.
- C. Withholding of payment until compliance is obtained.
- D. Damages resulting from efforts taken to correct or sanction for failure to comply, such as costs of delay, or of obtaining new Contractor to complete work.

(7) A general contractor shall be liable for any violations by any subcontractors. The County reserves the right to investigate project sites for any and all possible violations. Contractors who have been determined to be in violation of this Resolution on any project for Union County will be reported to the Commissioner of Labor that debarment proceedings be instituted against the delinquent contractor.

(8) The foregoing qualifications and requirements shall be binding on any and all bidders, contractors and subcontractors who perform work on any public work, as defined in the Prevailing Wage Act, bid by the County of Union without regard to their affiliation, or lack of affiliation, to any labor or construction organization or association, and shall not be deemed to require or mandate the use of employees who are members of unions or any labor organization.

(9) This Resolution shall apply to any projects bids after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

Union labor is preferred on all County work.

The foregoing reference to specific laws will not be deemed to be a limitation of obligation of the Contractor to perform his obligations in full compliance with the provisions and requirements of all federal and state statutes and municipal and county ordinances applicable to the work to be done under the contract. It is agreed and understood that any contracts and/or orders placed as a result of this bid will be governed and construed and the rights and obligations of the parties hereto will be determined in accordance with the laws of the State of New Jersey.

EMPLOYEE NOTIFICATION ACKNOWLEDGEMENT FORM*

Pursuant to N.J.S.A. 34:11-56.25 et seq. as well as N.J.A.C. 12:60 et seq.,

the Contractor, _____, has informed me that I will be
(Name of Contractor)

as a _____, on the public project designated as,
(Employee's Job Title)

_____. I further acknowledge that my compensation
(Project Name)

for this job will be _____, plus (+) the Fringe Benefits _____ for a Total Prevailing
(\$ per hour) (\$ per hour)

Wage of _____. This total is pursuant to the Prevailing Wage for Construction Trades in
(\$ per hour)

Union County.

SAMPLE

DATE: _____

Print Name

Sign Name

Employer Certification

I hereby certify as to the accuracy of the above information.

DATE: _____

Name of Company Officer

Signature of Company Officer

*This acknowledgment form is a public record that will be kept to determine compliance with N.J.S.A. 34:11-56.25 et seq. Falsification of a public record is a crime. Union County reserves the right to prosecute violators of the Prevailing Wage Act to the fullest extent possible, including, but not limited to, fraud upon a public agency, theft of services, theft of deception, and misrepresentation of public records.

White Copy = Labor Compliance Officer

Yellow = Contractor

Pink = Employee

22. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall at times conduct the work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Commerce shall be observed.

23. UTILITIES

The bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the work. The County will advise contractor of the location of these utilities and structures, but the accuracy and completeness of this information is not guaranteed by the County. The bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor will not proceed with his work until he has made diligent inquiries of all public utility and municipal officials to determine the exact location of all-underground structures and pipes within the site of the work assigned. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers can be obtained from the Division of Facilities Management and their notification and involvement in any work on County locations should be coordinated with the Department. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities in compliance with **New Jersey One-Call**. In excavating in any part of the work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the owner and the County. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final approval of the work by the Director of Facilities Management.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the work as agreed upon with the Department, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the work in order to relocate or protect their facilities and not hinder or delay unnecessarily the work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or the performance of any work in connection with the moving of said structures unless the Contractor is specifically ordered by the County to furnish such materials, equipment, or services.

24. PERMITS

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

25. INSPECTION

The work must be done in accordance with the work procedures agreed upon by the contractor and the Division of Facilities Management, and will be inspected by the Director of the Department. An inspector may be placed upon the work site at any time by the County to see that the instructions of the County are carried out.

26. DAMAGES

The Contractor will be held responsible for all damages that may occur to work, or to persons or property by reason of the nature of the work or from the elements, or by reason of inadequate protection of the work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the work until all suits or claims for damages sustained on, or by reason of, the Contractor will have settled this work.

27. DEFAULT OF CONTRACT

If at any time the work under this contract is abandoned or neglected, or any part thereof is unnecessarily delayed, or if the Contractor will prosecute the work without due diligence, or with an insufficient force to complete the work in the time specified in the opinion of the Director of the Division of Facilities Management, then the Director may declare the Contractor in default, may employ other parties to complete the work, use such material as may have been procured and may procure all other material necessary for the completion of the work called for in this contract. The expense incurred by him in such procedure will be deducted from any moneys due the Contractor. The Contractor or his surety company will pay the amount of the excess to the County on notice from the Director.

28. 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.

29. 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

(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)

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.**

EXHIBIT B

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

CONSTRUCTION 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, up-grading, 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 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it

determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly

exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) 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 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement – Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the 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 the Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/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.

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.

FOR COUNTY OF UNION COOPERATIVE PRICING SYSTEM BIDS

NOTICE TO BIDDERS

The purpose and intent of this public bid is the acquisition for the County of Union of a reputable and experienced vendor who can furnish, deliver and install TREES at various locations in Union County as per the following specifications.

In addition, please be advised that the work, materials or supplies requested in the specifications are being obtained through the County of Union cooperative pricing system approved and registered with the State of New Jersey. (State of N.J. Identifier#: 8-UCCP) The County of Union is the Lead Agency in the System and there are a number of municipalities participating in this contract. The identity of each municipality and their respective estimated quantities are listed elsewhere in these specifications.

The cooperative pricing system is a straightforward arrangement. The County of Union advertises for and received bids for itself and on behalf of all participating contracting units. Following the receipt of bids, the County of Union reviews said bids and either rejects all bids or makes an award to the lowest responsible and responsive bidder. This award shall result in the County of Union entering into a master contract with the successful bidder providing for two categories of purchases:

(A) Any quantities ordered for the County of Union's own needs, and

(B) The estimated aggregate quantities which may be ordered by the other participating Contracting units by their separate contracts, subject to the specifications and prices set forth in the County of Union overall master contract. The County of Union shall enter into a formal written contract, when required by law, directly with the successful bidder only after it has certified the funds available for its own needs.

Each participating contracting unit, if it orders the quantities estimated for it, shall also certify the funds available only for its own needs: meet any and all statutory requirements of the Local Public Contract Law & Rules; issue purchase orders marked appropriately as members of the cooperative in its own name directly to successful bidder; accept its own deliveries; be invoiced by and receive statements from the successful bidder; make payment directly to the successful bidder, and be responsible for any tax liability.

No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit.

SECTION 1

COUNTY OF UNION

A. DIVISION OF PUBLIC WORKS

Tree Size Height: 10 - 12' & Tree Size Caliper: 2 - 2 ½"

<u>QUANTITY</u>	<u>SPECIES</u>
30	Quercus Macrocarpa (Bur Oak)
30	Gleditsia Tricanthos 'Shademaster' (Thornless Honeylocut)
30	Acer Ruben (Red Maple)
30	Pyrus Kawakamii (Evergreen Pear)
30	Cercis Mexicana (Mexican Redbud)
300 PACKETS	Mycor Soil Enhancer

B. DIVISION OF PARK MAINTENANCE

Various calipers and heights are specified

<u>QUANTITY</u>	<u>SPECIES</u>
10	Acer Rubrum (RED MAPLE) 3-3.5" caliper
10	Acer Saccharum (SUGAR MAPLE) 5-7'
10	Amaelanchier Canadensis (SHADBLOW) 5-7'
20	Betula Nigra (RIVER BIRCH) 12-14'
15	Cornus Florida (WHITE DOGWOOD) 2-3" caliper
10	Cornus Rubra (PINK DOGWOOD) 2-2.5" caliper
20	Ilex Opaca (AMERICAN HOLLY) 7-8'
25	Juniperus Virginiani (RED CEDAR) 5-7'
5	Liriodendron Tulipifera (YELLOW POPLAR) 5-7'

B. DIVISION OF PARK MAINTENANCE – (Continued)

Various calipers and heights are specified

<u>QUANTITY</u>	<u>SPECIES</u>
15	Magnolia Viriginana (SWEETBAY MAGNOLIA) 7-8'
10	Malus Snowdrift (CRABAPPLE) 2-2.5" caliper
10	Nyssa Sylvatica (BLACK TUPELO) 2.5-3" caliper
35	Picea Glauca (WHITE SPRUCE) 7-8'
35	Pinus Strobus (WHITE PINE) 10-12'
20	Platanus Occidentalis (SYCAMORE) 5-7'
10	Prunus Subhirtella "Pendula" (WEEPING CHERRY) 3-3.5" caliper
30	Quercus Alba (WHITE OAK) 3-3.5" caliper
10	Quercus Palustris (PIN OAK) 2-2.5" caliper
20	Quercus Rubra (RED OAK) 2.5-3" caliper
10	Salix Nigra (BLACK WILLOW) 5-7'
10	Salix Niobe (WEEPING WILLOW) 2-2.5" caliper
10	Tsuga Canadensis (EASTERN HEMLOCK) 5-7'

SECTION 2

A. PARTICIPATING COOPERATIVE MEMBERS

<u>MEMBER</u>	<u>QUANTITY</u>	<u>SPECIES</u>
1. City of Elizabeth 50 Winfield Scott Plaza Elizabeth NJ 07201	140 60	Gleditsia Tricanthos 'Shademaster' Quercus Pakustris
2. Borough of Fanwood 75 North Martine Avenue Fanwood NJ 07023	2 3 2 3 2 3	Acer Saccharum Cornus Rubra Liriodendron Tulipifera Nyssa Sylcata Platanus Occidentalis Quercus Palustris
3. City of Plainfield 515 Watchung Way Plainfield NJ 07060	20 20 50 10 10	Cercis Mexicana Malus "Snowdrift" Nyssa Sylcata Platanus Occidentalis Quercus Alba
4. City of Rahway 3 City Hall Plaza Rahway NJ 07065	18	Acer Saccharum

OPTION A

AS AN OPTION THE COUNTY AND THE COOPERATIVE MEMBERS WISH TO SOLICIT A PRICE FOR “MYCOR TREE SAVER” OR EQUAL. THE ESTIMATE IS FOR POTENTIAL USE ONLY AND SHALL NOT BE CONSTRUED AS A GUARANTEE.

MYCOR TREE SAVER:

Product Specifications

Packing: Box of 50 – 3 oz. packets

Potassium polyacrlamide hydrogel (terra-Sorb).....	33%
Kelp Meal.....	23%
Green sand.....	22%
Granular Humate.....	15%
9.6% Humic Acids	
Extract of Yucca schidigera.....	1.5%
Inert Ingredients.....	5.5%
VAM Fungi.....	5300 spores*/Lb
1325 spores/Lb Entrophosporra Columbiana	
1325 spores/Lb Glomus clarum	
1325 spores/Lb Glomus etunicatum	
1325 spores/Lb Glomus intraradices	
Tomycorrhizal Fungi.....	95 Million spores/Lb
95 Million Pisolithus tinctorius spores/Lb	

*Fungal counts represent only spores, and do not refer to root fragments or other nonspore propagules.

SPECIFICATIONS

1.0 GENERAL CONDITIONS

1.1 Scope of Work

- A. The landscape contractor will provide all materials, labor and equipment to complete all landscape work as describe in the specifications.
- B. **FALL PLANTING** – The project will commence as soon as ground conditions warrant, but no earlier than October 12 and is to be completed no later than December 10.
- C. The sequence of the project will be that all roadway plantings be addressed first followed by the planting of trees in the general parks.
- D. Planting location of the trees will be the responsibility of the owner. The landscape contractor will coordinate with the owner’s representative prior to planting.

1.2 Standards

- A. All plant material will conform to the current issue of the American Standard for Nursery Stock published by the American Association of Nurserymen.
- B. Plant material must be selected from nurseries that have been inspected and certified by state plant inspectors.
- C. Collected material may be used only when approved by owner’s representative.
- D. Nomenclature will be in accordance with Hortus III by L.H. Bailey.

1.3 Submittals

When requested by the owner or owner’s representative, samples of all materials other than plants will be submitted to the owner’s designated representative for approval.

1.4 Approvals

All approvals will be in writing.

1.5 Substitution: Pre-Bid

- A. It is the landscape contractor’s responsibility to make every reasonable effort to find the material specified. The landscape contractor is responsible for qualifying his/her proposal to document any plant suitability or availability problems.
- B. The landscape contractor may offer substitutions to the owner for his/her consideration.
- C. The landscape contractor will notify the owner if there are known diseases or insect resistant species that can be substituted for a selected pest-prone plant.

- D. The contractor will submit a base bid as per plan plus price clarifications for all recommended substitutions.

1.6 Substitution: Post-Bid

- A. If a substitute is selected, it must be approved by the owner's representative prior to award of contract.
- B. It is the intent to eliminate post-bid substitutions. However, in the event that the contract material has become unavailable, an appropriate substitution must be approved by the owner's representative.

1.7 Utilities and Underground Features

- A. The landscape contractor will notify utility companies (800 272-1000) 72 hours in advance of construction to locate utilities, wherever necessary.
- B. Private utilities, including communication lines, etc., will be located by the owner.
- C. If there is a conflict with the utilities and the planting, the owner will be responsible for alternate location prior to the planting process. Any cost due to relocating after planting will be borne by the owner.

1.8 Concealed Contingencies

The correction of undisclosed subsurface conditions such as rock, roots, stumps, water, clay pan, soils contaminated with toxic substances or other obstacles encountered in excavation work, which are not apparent at the time of estimating, will result in additional costs to the owner. Upon discovery of undisclosed conditions, the landscape contractor will notify the owner, for written approval, before corrective measures are taken.

1.9 Workmanship

- A. During delivery and installation, the landscape contractor will perform in a workmanlike manner, coordinating activities so as not to interfere unduly with the work of other trades and leaving work areas clean of litter and debris at the close of each workday.
- B. During planting, all areas will be kept neat and clean, and precautions will be taken to avoid damage to existing plants, large trees, turf and structures. Where existing trees are to be preserved, additional precautions should be taken to avoid unnecessary accumulation of excavated materials, soil compaction or root damage.
- C. Upon completion, all debris and waste material resulting from planting operations will be removed from the project and the area cleaned.
- D. Any damaged areas caused by the landscape contractor will be restored to their original condition.

1.10 Water

All trees are to be watered proportionately upon the completion of installation.

1.11 Inspection and Acceptance

- A. Inspection: A verification of performance for work by contract documents, to be conducted by the owner's representative on site and in the presence of the landscape contractor for the purpose of acceptance. During inspection for initial acceptance, the landscape contractor should have an acceptance form to be signed by the owner or owner's representative.
- B. Initial Acceptance: Acceptance can be on partially completed work under the contract, if approved by the owner. If, for reasons beyond the landscape contractor's control, work has stopped, inspection will be made on partially completed work. Warranty will begin after landscape inspection and acceptance.
- C. There will be a one year maintenance program after the initial inspection and acceptance as described elsewhere in the technical specifications. The landscape contractor should periodically inspect the site during the warranty period and notify the owner when inspections are performed.
- D. Final inspection and Acceptance: The landscape contractor will conduct a final inspection with the owner or owner's representative at the end of the one year period.

1.12 Warranty

- A. All plants will be alive and will show satisfactory growth at the end of the guarantee period, which will be 12 months from the date of the planting. The County and the members will have access to the vendor's records as to when each set of trees was planted.
- B. Any material that is 25% dead or more will be considered dead and must be replaced at no charge. A tree will be considered dead when the main leader has died back, or 25% of crown is dead.
- C. The determination will be made by an owner's representative experienced in Horticulture or Forestry.

1.13 Replacements and Conditions

- A. Replacement will be made during the following planting period unless the landscape contractor agrees to an earlier date.

Fall: October 6 – December 12

The landscape contractor will be responsible for a one-time replacement only.

- B. Replacement will be of the same type, size and quality as original species unless otherwise negotiated.
- C. The landscape contractor will not be responsible for plant material that has been damaged by vandalism, fire, removal, relocation, wildlife, theft, improper maintenance or other activities beyond the landscape contractor's control.
- D. Plant losses due to abnormal weather conditions such as floods, excessive wind damage, drought, severe freezing or abnormal rains will in no way be the responsibility of the landscape contractor.

2.0 PLANT MATERIALS

2.1 Scope of Work

The landscape contractor will be responsible for furnishing and installing all plant material shown on the plant list, as submitted with the contract. The landscape contractor will have investigated the sources of supply and satisfied himself/herself that he/she can supply all the plants specified on the drawings in the size, variety and quality noted before submitting the bid. Failure to take this precaution will not relieve the successful bidder from the responsibility for furnishing and installing all the plant material in strict accordance with the contract requirements and without additional expense to the owner. On the other hand, if proof is submitted that any plant specified is not obtainable, a proposal will be considered for use of nearest equivalent size or variety with an equitable adjustment of contract price. Such proof will be substantiated and submitted in writing to the owner.

2.2 Standards

- A. Plants will be in accordance with the current American Association of Nurserymen's Standards and conform in general to representative species.
- B. Balled and burlapped (B&B).
 - 1. Balled and burlapped plants will be dug with firm root balls free of noxious weeds. Landscape contractor will apply a non-selective herbicide prior to application of mulch if weeds are present. There should be no excess soil on top of the root ball or around the trunk.
 - 2. Ball sizes will be in accordance with American Association of Nurseryman Standards.
 - 3. Caliper and Height Measurement: In size grading B&B single-trunk trees, caliper will take precedence over height. Caliper of the trunk will be taken 6" above the ground level (up to and including 4" caliper size) and 12" above the ground level for larger trees. For multiple-trunk trees, height measurement will take precedence over caliper.
- C. All plant material will be nursery-grown unless otherwise specified. Pruning will be done as per specifications. (See Section 4.3 K).
- D. All plant material in transit will be covered to keep material from drying out. The covering will comply with state and local laws pertaining to the transport of materials.

2.3 Inspection

- A. Plants may be subjected to inspection and approval by the owner or owner's representative at the place of growth or holding yard for conformity to specification requirements as to quality, size and variety. It is the landscape contractor's responsibility to know his/her sources.
- B. Plants damaged in handling or transportation may be rejected by the owner or owner's representative prior to installation.
- C. State nursery inspection certificates will be furnished to the owner upon delivery.

3.0 PRODUCTS

3.1 Organic Matter

- A. If conditions warrant, the inclusion of additional organic matter will be determined by the landscape contractor. The owner will be notified of the type and location where it will be used.
- B. Mycor Tree Saver (soil enhancer) or equivalent to be included.

3.2 Topsoil

- A. Topsoil will be inspected by the owner's representative prior to use.
- B. If acceptance of topsoil is questionable, a further inspection of the topsoil source will be an option of the owner.
- C. It will be free of stones, lumps, plants, roots and other debris over 1 ½". Topsoil must also be free of plants or plant parts of Bermudagrass, quackgrass, Johnsongrass, mugwort, nutsedge, poison ivy, Canadian thistle or others as specified.
- D. It will not contain toxic substances harmful to plant growth, i.e. pesticide residues.

3.3 Backfill Mixture

Backfill mixture of existing soil and topsoil will be a minimum of 3 to 1 or adjusted at the discretion of the landscape contractor.

3.4 Mulch

- A. Material will be composted, shredded hardwood bark, pine bark with less than 10% sapwood, dark brown in color, or approved equal.
- B. Material will be uniform in size and free of foreign matter.

4.0 PLANTING PROCEDURE FOR TREES

4.1 Preparing Tree Pit

- A. Walls of tree pit will be dug so that they are vertical or sloping outward in heavy soils, and scarified.
- B. The tree pit must be a minimum of 9" larger on every side than the ball of the tree.
- C. The tree pit will be deep enough to allow top of the ball to be even with the existing grade. Plants will rest on undisturbed existing soil or well-compacted backfill.

4.2 Placing Tree in Pit

- A. Place the tree in the pit carrying the ball and then lowering it into the pit. Never lift the tree by the trunk or branches.
- B. Set the tree straight in the center of the pit with the most desirable side facing toward the prominent view.

4.3 Backfilling Tree Pit

- A. Backfill tree pit with a soil mixture stated in the specifications, except where existing soil is suitable.
- B. Cut and remove rope off the top 50% of the root ball and remove top of wire basket if present, pull burlap back to the edge of the ball. All plastic or synthetic film must be removed from the root ball. Cut all twine away from trunk.
- C. Thoroughly mix soil amendments, if needed, either prior to filling pit or as pit is being filled.
- D. The tree must remain straight during backfilling procedure.
- E. Backfill sides of tree pit halfway with soil mixture and tamp as pit is being filled.
- F. Finish backfilling sides of tree pit and tamp firmly.
- G. Never cover top of root ball with soil.
- H. Form a saucer above existing grade, around the outer rim of the tree pit, especially on slopes and in heavy soils.
- I. Mulch top of root ball and saucer to minimum depth of 2", not to exceed 3". Do not place mulch against the trunk
- J. Water thoroughly on the interior of the tree saucer until it is filled, even if it is raining. A second watering may be necessary to attain saturation of the root ball and elimination of air pockets.
- K. Pruning should be restricted to corrective pruning to improve form only. This includes structure, dead, damaged, diseased and/or conflicting branches. Do not cut the main leader. Trees planted along roadways prone to pedestrian traffic will be elevated to a height of 8' from ground level.
- L. Remove all tags, labels, strings and wire from the tree, unless otherwise directed.

5.0 BRACING PROCEDURES

ZONE	REV.	DESCRIPTION	DATE	APPROVED

B & B TREE PLANTING DETAIL

REGIONS

PLAN
B & B TREE PLANTING DETAIL

ELEVATION
B & B TREE PLANTING DETAIL

PLAN
B & B TREE PLANTING DETAIL ON 2:1 SLOPE

ELEVATION
B & B TREE PLANTING DETAIL ON 2:1 SLOPE

NOTES:

1. DETERMINE THE PROPER SIZE TREE STAPLE™ DEVICE BY MEASURING THE DEPTH OF THE ROOT BALL AND ADDING 12" - 18". THIS SHOULD EQUAL THE LONG PRONG SIZE OF THE DEVICE. IF NECESSARY ROUND UP TO THE NEXT SIZE.
2. IN EXTREME WIND AND/OR LOOSE SOIL CONDITIONS, USE THREE TREE STAPLE™ DEVICES PER TREE AND/OR ROUND UP TO THE NEXT SIZE.
3. TREE STAPLE™ PRODUCTS ARE PROTECTED BY US PATENT NOS. 6,141,903 AND 6,065,243.

SIZE AND QUANTITY SELECTION GUIDE.

TS24-8-8	1" to 2" Caliber 2 Units per Tree	
TS36-10-10	2" to 4" Caliber 2 Units per Tree	
TS42-12-12	4" to 6" Caliber 2 - 3 Units per Tree	
TS48-12-12	6" to 8" Caliber 2 - 3 Units per Tree	

INSTALLATION SPECIFICATIONS

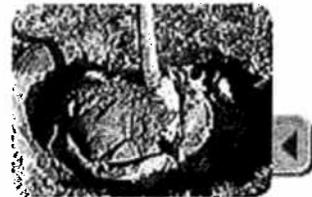
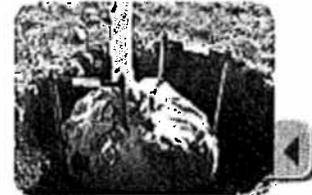
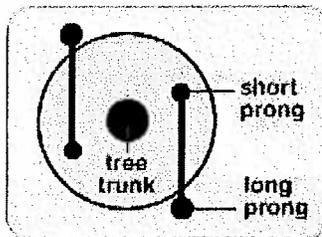
TREE STAPLE™ INC.
BELOW-GRADE STABILIZING SYSTEM
FOR NEW TREE & SHRUB PLANTINGS

Installation Instructions

Dig Safely. Please comply with "Call Before You Dig" law requiring utility markouts; the national telephone number is 888-258-0808. Always wear appropriate safety attire, including protective eyewear.

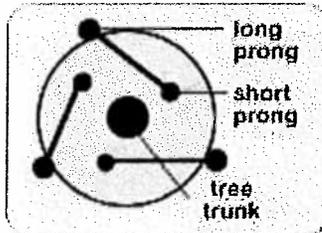


1. Leaving burlap intact, heel the plant's root ball into place.
2. Remove plastic safety caps from Tree Staples™ and set aside.
3. Set each Tree Staple™ opposite the other and against the outside edge of root ball. The shorter prong should be positioned over root ball, halfway between the trunk and the ball's outer edge.
4. Using a sledgehammer, drive each Tree Staple into the ground until the cross bar is recessed one to two inches below the surface of the root ball. You can alternate between hitting either of the prongs to insure that the Tree Staples are completely below-grade.
5. Place safety caps on exposed ends.
6. Cut back burlap, leaving material under cross bars.
7. Fill and finish planting using best practices.



At your discretion consider increasing the size or number of stabilizers when:

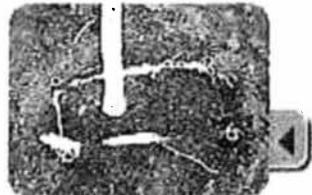
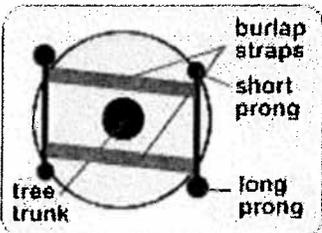
- Extreme wind conditions persist,
- The tree's size requires greater holding power
- Soil is sandy or loose
- Root ball is small relative to canopy or tree size, (palm trees).



Loose Root Ball or Container Stock:

a simple and effective solution to use when working with container stock or loosened B&B material:

1. Follow steps 1, 2, & 3 in Installation Instructions, changing the position of the short prong to the outside edge of the rootball.
2. Tie common burlap tree wrap (3"-5" width) to the crossbars on each side of the trunk. Leave about 2"-3" of play in the straps. Keep straps away from the trunk
3. Proceed with installation instructions, step #4.



Tree Staple, Inc.

www.treestapleinc.com

5.1 Tree Support Schedule

NOTE: General guidelines are as follows. Evergreens are more likely to require stakes or guying. Flowering/shade trees not exceeding 8' will be staked at the landscape contractor's discretion. The landscape contractor will be responsible for maintaining trees in straight, upright condition throughout the warranty period.

Tree Size Height	Tree Size Caliper	Stake	#	Wire or Cable	Turnbuckle	Hose
10-12'	2-2 1/2"	7-8' Upright	2	14 Gauge Wire	-	1/2"

6.0 PLANTING LOCATIONS

The trees will be planted throughout the County of Union. The actual locations of these items will be determined following award of contract.

7.0 OTHER

A. The quantities specified are derived from historical purchasing records of the County and the respective Cooperative Members 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.

However, the County and the Cooperative Members will be bound by the ordering date indicated on the bid form page so that the vendor can buy in bulk and honor his bid price. As per American Association of Nurserymen's Standards these trees should be ordered in bulk. Any orders past that date must be agreed upon at the vendor's discretion.

B. **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 will prepare invoices and will submit them to the office/designated employee of the using County entity.

C. 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 for each item will be zero (0) and the maximum will be the number on the bid page listed for each species.

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE, DELIVER AND PLANT **TREES** IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

SECTION 1 – COUNTY OF UNION

QUANTITY (MORE OR LESS)	DESCRIPTION	UNIT PRICE	SUB TOTAL
30	Quercus Macrocarpa (Bur Oak)	\$ _____	\$ _____
30	Gleditsia Tricanthos 'Shademaster (Thornless Honeylocut)	\$ _____	\$ _____
30	Acer Ruben (Red Maple)	\$ _____	\$ _____
30	Pyrus Kawakamii (Evergreen Pear)	\$ _____	\$ _____
30	Cercis Mexicana (Mexican Redbud)	\$ _____	\$ _____
10	Acer Rubrum (Red Maple)	\$ _____	\$ _____
10	Acer Saccharum (SugarMaple)	\$ _____	\$ _____
10	Amaelanchier Canadensis (Maple)	\$ _____	\$ _____
20	BetulaNigra (River Birch)	\$ _____	\$ _____
15	Cornus Florida (White Dogwood)	\$ _____	\$ _____
10	Cornus Rubra (Pink Dogwood)	\$ _____	\$ _____
20	Ilex Opaca American Holly	\$ _____	\$ _____

NAME OF BIDDER: _____

SECTION 1 – COUNTY OF UNION (Continued)

QUANTITY (MORE OR LESS)	DESCRIPTION	UNIT PRICE	SUB TOTAL
25	Juniperus Virginiani (Red Cedar)	\$ _____	\$ _____
5	Liriodendron Tulipifera (Yellow Poplar)	\$ _____	\$ _____
15	Magnolia Virginiana (Sweetbay Magnolia)	\$ _____	\$ _____
10	Malus "Snowdrift" (Crabapple)	\$ _____	\$ _____
10	Nyssa Sylvatica (Black Tupelo)	\$ _____	\$ _____
35	Picea Glauca (White Spruce)	\$ _____	\$ _____
35	Pinus Strobus (White Pine)	\$ _____	\$ _____
20	Platanus Occidentalis (Sycamore)	\$ _____	\$ _____
10	Prunus Subhirtella "Pendula" (Weeping Cherry)	\$ _____	\$ _____
30	Quercus Alba (White Oak)	\$ _____	\$ _____
10	Quercus Palustris (Pin Oak)	\$ _____	\$ _____
20	Quercus Rubra (Red Oak)	\$ _____	\$ _____
10	Salix Nigra (Black Willow)	\$ _____	\$ _____
10	Salix Niobe (Weeping Willow)	\$ _____	\$ _____

NAME OF BIDDER: _____

SECTION 1 – COUNTY OF UNION (Continued)

QUANTITY (MORE OR LESS)	DESCRIPTION	UNIT PRICE	SUB TOTAL
10	Tsuga Canadensis (Eastern Hemlock)	\$ _____	\$ _____

TOTAL SECTION 1 \$ _____
(NOT TO EXCEED)

NAME OF BIDDER: _____

SECTION 2 – PARTICIPATING COOPERATIVE MEMBERS

QUANTITY (MORE OR LESS)	DESCRIPTION	UNIT PRICE	SUB TOTAL
140	Gleditsia Tricanthos ‘Shademaster (Thornless Honeylocut)	\$ _____	\$ _____
20	Cercis Mexicana (Mexican Redbud)	\$ _____	\$ _____
20	Acer Saccharum (SugarMaple)	\$ _____	\$ _____
3	Cornus Rubra (Pink Dogwood)	\$ _____	\$ _____
2	Liriodendron Tulipifera (Yellow Poplar)	\$ _____	\$ _____
20	Malus “Snowdrift” (Crabapple)	\$ _____	\$ _____
53	Nyssa Sylvatica (Black Tupelo)	\$ _____	\$ _____
12	Platanus Occidentalis (Sycamore)	\$ _____	\$ _____
10	Quercus Alba (White Oak)	\$ _____	\$ _____
63	Quercus Palustris (Pin Oak)	\$ _____	\$ _____

TOTAL SECTION 2 \$ _____
(NOT TO EXCEED)

NAME OF BIDDER: _____

BIDDERS MUST CHECK & INITIAL WHERE INDICATED ONE OF THE FOLLOWING SELECTIONS

[] Check Here and initial if **willing** to provide the goods and services herein bid upon to registered members of the County of Union Cooperative Pricing System (State of New Jersey Identifier #: 8-UCCP) who have submitted estimates, 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 registered member identified herein by separate contracts, subject to the overall terms of the master 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 and initial if **not willing** to extend prices to registered members of the County of Union Cooperative Pricing System (State of New Jersey Identifier #: 8-UCCP) who have submitted estimates as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of County of Union.

In the event that the lowest responsible bidder, in the bid document, declines to extend prices to the registered members who submitted estimates the following procedure will be followed as required by N.J.A.C. 5:34-7.10(a)(2): The contract for the needs of the lead agency will be awarded to the lowest responsible bidder, and a master contract for the registered members who have submitted estimates will be awarded to the next lowest bidder whose bid agrees to extend.

THE COUNTY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT WITH WRITTEN NOTICE TO THE CONTRACTOR THIRTY (30) DAYS PRIOR TO SUCH ACTION.

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
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 the 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	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112023533	

ATTACH BRC HERE

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

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

CHECK ONE

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

OR

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

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- 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: _____ **Where Incorporated:** _____

BUSINESS ADDRESS:

Street Address	City	State	Zip
Code			

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

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

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

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

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

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

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

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

Subscribed and sworn before me this _____ day
of _____,

_____, 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF _____

SS:

COUNTY OF _____

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

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

NAME OF CONTRACTOR

Sign Name Here

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

**(Original signature only; stamped
signature not accepted)**

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

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

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

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

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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF BIDDER: _____

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: _____

EXPERIENCE STATEMENT

DEMONSTRATE A BACKGROUND IN FURNISHING, DELIVERING AND INSTALLING TREES FOR A MINIMUM OF THREE (3) YEARS. PROVIDE CUSTOMER NAME AND ADDRESS, CONTACT NAME AND PHONE NUMBER AND THE YEAR SERVICE WAS PROVIDED.

NAME OF BIDDER: _____

EQUIPMENT STATEMENT

PROVIDE LIST OF EQUIPMENT TO CONDUCT THE WORK SPECIFIED.

NAME OF BIDDER: _____