



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

Matthew N. DiRado, Esq., Director

TRAFFIC PAINT BA# UCCP 26-2013

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Director of Purchasing

BID SUBMISSION CHECK LIST

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – fill out completely
- _____ 3. Stockholder Disclosure Certification - (2 pages) fill out completely and notarize
- _____ 4. Non-Collusion Affidavit – fill out completely and notarize
- _____ 5. Affirmative Action Requirement
- _____ 6. Americans with Disabilities Form
- _____ 7. Copy of 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
- _____ 8. Union County Cooperative Pricing System Extension Form
- _____ 9. Compliance Pages
- _____ 10. Certificate of Availability
- _____ 11. Certificate of Compliance
- _____ 12. Proof of Compliance from NJ & NY VOC & NJDOT
- _____ 13. Addenda Receipt Form - ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

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

NAME OF BIDDER: _____

DIVISION OF PURCHASING

Administration Building

Elizabethtown Plaza

Elizabeth, NJ 07207

(908)527-4130

fax (908)538-2548

www.uenj.org

We're Connected to You!

COUNTY OF UNION

Invitation to Bid

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on, **April 4, 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:

TRAFFIC PAINT

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

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

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

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

Bid packages may be obtained 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-Director of Purchasing.

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

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GENERAL SPECIFICATIONS

Revised 07/06/11

Commodities

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time and in the room noted on the sheet marked "Notice to Bidders".

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Notice to Bidders" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. Unit prices and totals must be inserted in the space provided. In the event of a discrepancy between the unit price given and the extended total, the unit price shall govern.

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

Alternate bids will not be accepted unless specifically requested.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement must be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Subcontractors must also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

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

2. BID AND PERFORMANCE GUARANTEE

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

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

3. QUALIFICATION OF BIDDERS

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

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

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

4. RESERVATIONS

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

5. AWARD AND EXECUTION OF CONTRACTS

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

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

6. BRAND NAMES

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

The trade name(s) or brand name(s) offered must be shown on the vendor's response bid form pages.

7. PATENT CLAIMS

The successful bidder (contractor) shall protect and save the County harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this contract hereunder, and it shall be the duty of the contractor, if so demanded by the County, to furnish said County with a proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

8. PREFERENCE FOR DOMESTIC PRODUCTS

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.

9. INSURANCE REQUIREMENTS

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

1. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$1,000,000 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with respect to work emanating from the Contract with the County. This insurance will include the following:
 - a). Personal Injury Liability
 - b). Blanket Contractual Liability applies to assumption of liability under any written Contract
 - c). Coverage for A, X, C, U exposures, relating to excavation, blasting, underground damage
 - d). Broad Form Property Damage Liability
 - e). Products and/or Completed Operations Liability
2. Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.
3. Automobile Liability Insurance in any amount of not less than \$500,000 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made in the policy.

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

10. INDEMNIFICATION REQUIREMENTS

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

11. NON-DISCRIMINATION

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

12. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the

provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

13. AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General Requirements of P.L. 1975, c. 127. You are hereby put on notice that:

- A. Procurement, Professional & Service Contracts; all successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract one of the following:
 - 1. A photocopy of your Federal Letter of Affirmative Action Plan Approval.
 - 2. A photocopy of your Certificate of Employee Information Report.
 - 3. A completed Affirmative Action Employee Information Report (AA302).

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

14. 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.

15. RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. and N.J.A.C 5:89-5 et seq., which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

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**.

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 Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer 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 CCPs.

If subcontractors are named on the CCP, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, 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 CCPs.

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/busregcert.shtml. 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 Proposer or any subcontractor named on the CCP is considered a **MANDATORY REJECTION** of CCPs (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction CCPs.

IN ADDITION:

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

COUNTY OF UNION

The purpose and intent of this public bid is the acquisition for the County of Union of a reputable and experience vendor who can furnish and deliver **Traffic Paint** to 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 specifics of which municipalities are seeking what quantities are listed elsewhere in these specifications.

The cooperative pricing system is a straightforward arrangement. The County of Union advertises for and receives bids for its self and on behalf of all participating contracting units. Following the receipt of bids, the County of Union reviews said bids and upon certifying a lowest responsible and responsive bidder makes an award of a master contract for the County of Union alone. The County of Union shall enter into a formal written contract directly with the successful bidder only after it has certified the funds available for its own needs.

After recommendation of award of the County master contract by the using department of the County, the cooperative members will be provided the bid proposal information and decide individually whether or not to contract with the lowest responsible and responsive bidder subject to the specifications and prices set forth in the cooperative bid.

Each participating cooperative member 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 in its own name directly to successful bidder; accept its own deliveries; be invoiced by and receive statements from the successful bidder; make payments 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. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

Bid price shall be firm for the duration of the 24 consecutive months of the contract. Contracts will be awarded to the bidder with the lowest bid price.

SPECIFICATIONS

INTENT: It is the purpose and intent of this specification to provide for the purchase and delivery of **Traffic Paint** for the County of Union (The County) for a 24 month period. The County has evaluated different types of traffic paint and has determined that a product blended with the specified ingredients and constitution is best suited for the needs of the County pertaining to safety, quality, performance, and long term operational costs. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all bids will be compared. The County reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities.

EQUIVALENT PRODUCT: Bids will be accepted for consideration on any make or model that is equal to or superior to the traffic paint specified. Further, equivalent products for all ingredients carrying a brand name will also be considered. Variations of any features of a proposed equivalent product from the features of any specified brand name may be acceptable if judged to be in the best interest of The County. Decisions of equivalency will be at the sole interpretation of the The County. A blanket statement that products proposed will meet all requirements will not be sufficient to establish equivalence. Brochures published by the original manufacturer of the proposed product should be submitted with the proposal. Bidder must be prepared to demonstrate a product similar to the one proposed, post bid.

STANDARD: The specification herein states the minimum requirements of The County. Unauthorized conditions, limitations, or provisions will be cause for rejection. The County may consider as “irregular” or “non-responsive” and reject any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable The County to make a reasonable determination of compliance to the specification. It will be the bidder’s responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES/NO) will cause the proposal to be rejected without review as “non-responsive”. All variances, exceptions and/or deviations should be fully described in the appropriate section.

OPEN END CONTRACT: Please note that the ensuing contract is intended to be an 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 shall be zero (0) and the maximum shall be number on the bid page listed for each item.

Nothing contained in any of the bid documents shall be construed to guarantee or warrant an amount of the commodity that the County shall purchase. The quantities set forth herein constitute either historic information or estimates of future needs and may not be indicative of the actual quantities to be used in the future.

AWARD OF CONTRACT: Contract shall be awarded by Grand Total. Bidders must bid all items to be considered.

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

The vendor will not provide any goods and/or services without a valid and current purchase order from the County unit indicating account number and encumbrance.

OTHER: The unit price shall include freight and/or delivery charges. There shall be no minimum purchase obligation on the part of the County or the cooperative members.

Any questions regarding the bid can be emailed to ucbids@ucnj.org or faxed to the Division of Purchasing, clearly marked with the BID # and BID NAME, at (908) 558-2548. If necessary, the Purchasing Director will then issue a clarification.

1.0 GENERAL REQUIREMENTS

ALL products shall conform to:

New Jersey and New York City VOC requirements

Exact Compliance YES _____ *NO _____

*Deviation: _____

Requirements set forth 1989 New Jersey Department of Transportation “Standard Specifications of Road and Bridge Construction”, including any subsequent revisions.

Exact Compliance YES _____ *NO _____

*Deviation: _____

There will be six items specified for purchase and use:

ITEM # 1 - Traffic Paint

Container size: 5 gallons
Color: Yellow
Type: Acrylic Latex, Water-Based and Lead Free

Exact Compliance YES _____ *NO _____

*Deviation: _____

NAME OF BIDDER: _____

ITEM #2 - Traffic Paint

Container size: 5 gallons
Color: White
Type: Acrylic Latex, Water-Based and Lead Free

Exact Compliance YES _____ *NO _____

*Deviation: _____

ITEM #3 - Traffic Paint

Container size: 5 gallons
Color: Black
Type: Acrylic Latex, Water-Based and Lead Free

Exact Compliance YES _____ *NO _____

*Deviation: _____

ITEM # 4 - Traffic Paint

Container size: 5 gallons
Color: Blue
Type: Acrylic Latex, Water-Based and Lead Free

Exact Compliance YES _____ *NO _____

*Deviation: _____

NAME OF BIDDER: _____

TEM #5 - Traffic Paint

Container size: 55 gallons

Color: Yellow

Type: Acrylic Latex, Water-Based and Lead Free

With Rhoplex Fastrack 2706 Resin with Tamol 901 Or Equal

Exact Compliance YES _____ *NO _____

*Deviation: _____

ITEM #6 - Traffic Paint

Container size: 55 gallons

Color: White

Type: Acrylic Latex, Water-Based and Lead Free

With Rhoplex Fastrack 2706 Resin with Tamol 901 Or Equal

Exact Compliance YES _____ *NO _____

*Deviation: _____

ALL ITEMS MUST MEET THE FOLLOWING SPECIFICATIONS UNLESS OTHERWISE NOTED.

- 1.1 **IDENTIFICATION:** Each container must bear a label with the following information thereon: Name and address of manufacturer, production batch number, date of manufacture, shipping point, trade name and/or identification number, number of gallons, contract number, use intended, directions for application and formula. All containers shall be labeled in accordance with the current code of federal regulations and shall contain all information necessary to comply with N.J.S.A. 34:5A-1, "N.J. Worker and Community Right to Know Act". Improperly labeled samples and deliveries will be rejected.

Exact Compliance YES _____ *NO _____

*Deviation: _____

NAME OF BIDDER: _____

1.2 QUALIFICATION OF BIDDER: No bid will be considered unless the firm submitting the bid can meet the following conditions:

1.2.1 That it has in operation a plant adequate for and devoted to the manufacture of the pavement marking compound that it proposes to furnish and is capable of producing batch sizes consistent with the quantities to be delivered.

Exact Compliance YES _____ *NO _____

*Deviation: _____

1.2.2 That it maintains a laboratory to scientifically control the product bid upon to assure accuracy and quality of formulation.

Exact Compliance YES _____ *NO _____

*Deviation: _____

1.2.3 That it has produced fast-drying material over the past three (3) years with a successful application record.

Exact Compliance YES _____ *NO _____

*Deviation: _____

NAME OF BIDDER: _____

3.0 DETAILED REQUIREMENTS

3.1 FORMULATION AND MANUFACTURING: The paint shall be formulated and manufactured from first grade raw materials and shall be free from defects and imperfections that might adversely affect the serviceability of the finished product. Where required, the paint shall contain the dispersant agent Tamol 901 as recommended by the Rohm and Hass Co. The paint shall not contain any of the materials listed in the Environmental Protection Agency Code of Regulations (CFR) 40, Section 261.24, Table 1. The paint shall be furnished ready for use. No additional thinner shall be added.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2 COMPOSITION:

3.2.1 PIGMENT: The prime pigment for **yellow paint** should be a non-toxic organic pigment yellow, No. 75 or equal pre-approved by the N.J.D.O.T., with excellent exterior durability and color permanence. The prime pigment should also contain a minimum 0.2 pounds per gallon of titanium dioxide conforming to ASTM D476, Type IV, 94 percent purity.

The prime pigment for **white paint** should be titanium dioxide conforming to ASTM D476, Type IV, with a minimum titanium dioxide content of 94 percent and shall be used at a minimum rate of 1 pound per gallon. The percent pigment by weight of the finished product should not be less than 60 or more than 62 percent.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.2 TOTAL SOLIDS: The total non-volatile should be a minimum of 77.5% by weight, when tested in accordance with ASTM D2369.

Exact Compliance YES _____ *NO _____

*Deviation: _____

NAME OF BIDDER: _____

3.2.3 VOLUME OF SOLIDS: The finished paint is not to be less than 61 percent solids by volume.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.4 ISOLATED VEHICLE SOLIDS: The vehicle solids percent on vehicle are not to be less than 45% when determined by Federal Test Method Standard 141b, 100% Acrylic Emulsion.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.5 VOLATILE ORGANIC CONTENT: Under one pound per gallon maximum (120 grams per liter).

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.6 VISCOSITY: The consistency of the paint is to be between 75-85 Krebs Units at 77°F when tested in accordance with ASTM D562.

Exact Compliance YES _____ *NO _____

*Deviation: _____

NAME OF BIDDER: _____

3.2.7 DRY CAPACITY: The minimum contrast ratio when drawn down with a .005 Bird applicator shall be 0.95.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.8 DIRECTIONAL REFLECTANCE: The daylight directional reflectance when tested in accordance with Method 6121 of Federal Test Standard 141b should be 85 percent minimum for white paint and 54 percent minimum for yellow paint.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.9 COLOR: The color of yellow, white, and black traffic paint is to match color No.33538 , No. 37886, and No. 37038 respectively, of the latest edition of Federal Standard No. 595A.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.10 WEIGHT PER GALLON: The weight of the finished paint should be 14 pounds plus or minus 0.2 pounds.

Exact Compliance YES _____ *NO _____

*Deviation: _____

NAME OF BIDDER: _____

3.2.11 FLEXIBILITY: The paint should show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952b, Section 4.3.7.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.12 BLEEDING: The paint should have a minimum bleeding ratio of 0.97 when tested in accordance with Federal Specification TT-P-1952b, Section 4.5.13. The asphalt saturated felt is to conform to Federal Specification HH-R-590.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.13 ABRASION RESISTANCE: No less than 210 liters of sand should be required for removal of the paint film when tested in accordance with TT-P-1952b, Section 4.3.8.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.14 WET ADHESION: Over 5000 cycles when tested in accordance with Federal Specification TT-P-1511A, Paragraph 4.3.9.2.

Exact Compliance YES _____ *NO _____

*Deviation: _____

NAME OF BIDDER: _____

3.2.15 SHELF LIFE: All paint furnished should have a minimum shelf life of 9 months at temperatures above 35 degrees F. When tested, the paint should conform to the physical requirement specified herein. In addition, the paint should show no skinning, gelling or hardening on the surface, nor hard settling upon storage in the sealed containers that will affect the performance of the product.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.16 FREEZE-THAW STABILITY: When tested in accordance with TT-P-1952b, Section 4.5.7, the paint should not show coagulation or change in consistency greater than 5 Krebs Units.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.17 STATIC HEAT STABILITY: When tested in accordance with TT-P-1952b, Section 4.5.8, the paint should show no coagulation, discoloration, or change in consistency greater than plus or minus 5 Krebs Units.

Exact Compliance YES _____ *NO _____

*Deviation: _____

NAME OF BIDDER: _____

3.2.21 WATER RESISTANCE: The paint should conform to federal specification TT-P-1952b, Section 4.5.6. There should be no blistering or appreciable loss of adhesion, softening, or other deterioration after examination.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.22 DILUTION TEST: The paint should be capable of dilution with water at all levels without curdling or precipitation such that the wet paint can be readily cleaned up with only water.

Exact Compliance YES _____ *NO _____

*Deviation: _____

3.2.23 DRY THROUGH (EARLY WASHOUT): The “dry through” time of a 15 mil wet film placed immediately in a humidity chamber maintained at 72.5 plus or minus 2.5 degrees F and 90 plus or minus 5 percent relative humidity to be within 2 hours of the department laboratory reference film when tested in accordance with ASTM D1640, except that the pressure exerted should be the minimum needed to maintain contact with the thumb and film.

Exact Compliance YES _____ *NO _____

*Deviation: _____

NAME OF BIDDER: _____

3.2.24 COLOR APPEARANCE AFTER AGING: The white, and black paint should show no more than slight discoloration and the yellow paint should be within the limits of the color tolerance chart for standard highway yellow, after accelerated weathering in accordance with Federal Specification TT-P-115d, Section 3.5.9.1.

Exact Compliance YES _____ *NO _____

*Deviation: _____

4.0 PACKAGING

The paint is to be shipped in five (5) gallon plastic containers or fifty-five (55) gallon returnable drums, in compliance with the code of Federal Regulations, Revised 1-70.

The 55 gallon drums should be new metal, 17H, 18 gauge metal for body and bottom head sheet, and have welded side seams. The drums should be of the open end type. All containers, after being filled, shall be closed with tight fitting covers that will assure leak-proof seals. The removable top head sheet should be 14 gauge; 16 gauge is authorized provided there are one or more corrugations in the cover near the periphery.

The 55 gallon drums should be coated on the inside of the body and head sheets with a lacquer type rust inhibiting coating, free of pin holes, scratches, or other defects that may allow contamination of the paint from corrosion of the container.

Exact Compliance YES _____ *NO _____

*Deviation: _____

NAME OF BIDDER: _____

5.0 INSPECTION

All delivered paint will be subject to a detailed laboratory analysis. If material does not comply with specifications, it will be returned to the vendor at their expense.

6.0 RECYCLING

The vendor shall, at no expense to the County of Union, be responsible for the recycling of all paint containers, including the pick-up and transport of empty drums regardless of the number of trips required within two weeks of request by the County. The County will contact the vendor to schedule pick-ups when drums are ready to be transported. There shall be no time restriction imposed by the vendor on the County for picking up containers.

7.0 OTHER

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 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.

SECTION I

ESTIMATED QUANTITIES FOR UNION COUNTY

ITEM # 1	YELLOW	5 GALLON PAIL	QUANTITY: 100
ITEM # 2	WHITE	5 GALLON PAIL	QUANTITY: 100
ITEM # 3	BLACK	5 GALLON PAIL	QUANTITY: 10
ITEM # 4	BLUE	5 GALLON PAIL	QUANTITY: 10
ITEM # 5	YELLOW	55 GALLON DRUM	QUANTITY: 50
ITEM # 6	WHITE	55 GALLON DRUM	QUANTITY: 30

SECTION II

ESTIMATED QUANTITIES FOR COOPERATIVE MEMBERS AS PER SPECIFICATIONS.

1. **BOROUGH OF CHATHAM**
54 FAIRMONT AVENUE
CHATHAM NJ 07928

ITEM # 1	YELLOW	5 GALLON PAIL	QUANTITY: 20
ITEM # 2	WHITE	5 GALLON PAIL	QUANTITY: 25
ITEM # 4	BLUE	5 GALLON PAIL	QUANTITY: 10

2. **TOWNSHIP OF CLARK**
430 WESTFIELD AVENUE
CLARK NJ 07066

ITEM # 1	YELLOW	5 GALLON PAIL	QUANTITY: 12
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3. **CITY OF ELIZABETH**
50 WINFIELD SCOTT PLACE
ELIZABETH NJ 07201

ITEM # 1	YELLOW	5 GALLON PAIL	QUANTITY: 100
ITEM # 2	WHITE	5 GALLON PAIL	QUANTITY: 30
ITEM # 3	BLACK	5 GALLON PAIL	QUANTITY: 10
ITEM # 4	BLUE	5 GALLON PAIL	QUANTITY: 10

4. **BOROUGH OF FANWOOD**
75 NO MARTINE AVENUE
FANWOOD NJ 07023

ITEM # 1	YELLOW	5 GALLON PAIL	QUANTITY: 20
ITEM # 2	WHITE	5 GALLON PAIL	QUANTITY: 20

5. **BOROUGH OF GARWOOD**
403 SOUTH AVENUE
GARWOOD NJ 07027

ITEM # 1	YELLOW	5 GALLON PAIL	QUANTITY: 20
ITEM # 2	WHITE	5 GALLON PAIL	QUANTITY: 20

6. **BOROUGH OF KENILWORTH**
567 BOULEVARD
KENILWORTH NJ 07033

ITEM # 1	YELLOW	5 GALLON PAIL	QUANTITY: 60
ITEM # 2	WHITE	5 GALLON PAIL	QUANTITY: 60
ITEM # 3	BLACK	5 GALLON PAIL	QUANTITY: 5
ITEM # 4	BLUE	5 GALLON PAIL	QUANTITY: 6

SECTION II (Continued)

ESTIMATED QUANTITIES FOR COOPERATIVE MEMBERS AS PER SPECIFICATIONS.

7. **BOROUGH OF NEW PROVIDENCE**
360 ELKWOOD AVENUE
NEW PROVIDENCE NJ

ITEM # 1	YELLOW	5 GALLON PAIL	QUANTITY: 25
ITEM # 2	WHITE	5 GALLON PAIL	QUANTITY: 25

8. **CITY OF RAHWAY**
1 CITY HALL PLAZA
RAHWAY NJ 07065

ITEM # 1	YELLOW	5 GALLON PAIL	QUANTITY: 60
ITEM # 2	WHITE	5 GALLON PAIL	QUANTITY: 60
ITEM # 3	BLACK	5 GALLON PAIL	QUANTITY: 10

9. **BOROUGH OF ROSELLE**
1121 CHANDLER AVENUE
ROSELLE NJ 07203

ITEM # 1	YELLOW	5 GALLON PAIL	QUANTITY: 15
ITEM # 2	WHITE	5 GALLON PAIL	QUANTITY: 10
ITEM # 4	BLUE	5 GALLON PAIL	QUANTITY: 5

10. **BOROUGH OF ROSELLE PARK**
180 W WEBSTER AVENUE
ROSELLE PARK NJ 07204

ITEM # 1	YELLOW	5 GALLON PAIL	QUANTITY: 10
ITEM # 2	WHITE	5 GALLON PAIL	QUANTITY: 10

11. **TOWNSHIP OF SPRINGFIELD**
100 MOUNTAIN AVENUE
SPRINGFIELD NJ 07081

ITEM # 1	YELLOW	5 GALLON PAIL	QUANTITY: 10
ITEM # 2	WHITE	5 GALLON PAIL	QUANTITY: 25
ITEM # 3	BLACK	5 GALLON PAIL	QUANTITY: 1
ITEM # 4	BLUE	5 GALLON PAIL	QUANTITY: 1

BID FORM – Page 1 of 2

HAVING CAREFULLY READ THE PROPOSAL, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS THE UNDERSIGNED HEREBY AGREES TO FURNISH AND DELIVER **TRAFFIC PAINT** FOR THE DIVISION OF PUBLIC WORKS OF THE COUNTY OF UNION AND, IF AGREED, THE UNION COUNTY COOPERATIVE PRICING SYSTEM, IN ACCORDANCE WITH THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

All quantities represent estimated usage for 24 months.

SECTION 1 – COUNTY OF UNION

	<u>QUANTITY</u> <small>(MORE OR LESS)</small>			<u>UNIT PRICE</u>		<u>SUBTOTAL</u>
Item #1	100	Pcs.	X	\$ _____	=	\$ _____
Item #2	100	Pcs.	X	\$ _____	=	\$ _____
Item #3	10	Pcs.	X	\$ _____	=	\$ _____
Item #4	10	Pcs.	X	\$ _____	=	\$ _____
Item #5	50	Pcs.	X	\$ _____	=	\$ _____
Item #6	30	Pcs.	X	\$ _____	=	\$ _____
GRAND TOTAL (SECTION 1-UNION COUNTY)						\$ _____ (NOT TO EXCEED)

VENDOR MUST BID ALL ITEMS

Partial Delivery can begin _____ Days after Award of contract
(May be a factor in award)

Delivery F.O.B. Various Locations in Union County
Samples provided prior to award must be received within 72 hours of request

NAME OF BIDDER: _____

SECTION 2-TOTAL FOR COOPERATIVE MEMBERS

NOTE: Please be aware that in accordance with N.J.A.C. 5:34-1 et seq. no price for the same item can vary either between the County and Cooperative member. The following unit prices and totals are required to comply with the Local Public Contracts Law. The Grand Total below shall not be awarded as a whole. The successful bidder shall enter into individual contracts with the Cooperative Members.

All quantities represent estimated usage for 24 months.

	<u>QUANTITY</u> (MORE OR LESS)			<u>UNIT PRICE</u>	=	<u>SUBTOTAL</u>
Item #1	352	Pcs.	X	\$ _____	=	\$ _____
Item #2	285	Pcs.	X	\$ _____	=	\$ _____
Item #3	26	Pcs.	X	\$ _____	=	\$ _____
Item #4	32	Pcs.	X	\$ _____	=	\$ _____

GRAND TOTAL (SECTION 2) \$ _____
(NOT TO EXCEED)

VENDOR MUST BID ALL ITEMS

Partial Delivery can begin _____ Days after Award of contract
(May be a factor in award)

Delivery F.O.B. Various Locations in Union County
Samples provided prior to award must be received within 72 hours of request.

NAME OF BIDDER: _____

Union County Cooperative Pricing System Extension Form

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 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:	20041014112013533

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

(Original signature only; stamped signature not accepted)

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

Notary Public of the State of _____

My Commission expires _____

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

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

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

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

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

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

A. Procurement, Professional & Service Contracts

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

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

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

Print or type FIRM NAME here

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

Print or type NAME and TITLE here

Print or type DATE

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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: _____

CERTIFICATE OF AVAILABILITY
AS PER 1.4.1

NAME OF BIDDER: _____

CERTIFICATE OF COMPLIANCE
AS PER 1.4.2

NAME OF BIDDER: _____

PROOF OF COMPLIANCE FROM NJ & NYC VOC & NJDOT

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: _____