



# COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

*Michael Yuska, Director*

MEMO TO: All Potential Bidders

DATE: April 13, 2017

RE: **Uniform Services**  
**BA# 17-2017**

**DUE: April 21, 2017**

**BOARD OF  
CHOSEN FREEHOLDERS**

**BRUCE H. BERGEN**  
*Chairman*

**SERGIO GRANADOS**  
*Vice Chairman*

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**ALEXANDER MIRABELLA**

**VERNELL WRIGHT**

**ALFRED J. FAELLA**  
*County Manager*

**ROBERT E. BARRY, ESQ.**  
*County Counsel*

**JAMES E. PELLETTIERE**  
*Clerk of the Board*

## CLARIFICATION # 1

Clarifications for asked questions:

**Q.** Page 16 Line # 34A: should this be item number 72314?

**A.** Yes; Line #34A Page 16 should be item number 72314, not 72317.

Thank you.

**DIVISION OF PURCHASING**

*Administration Building*

*Elizabethtown Plaza*

*Elizabeth, NJ 07207*

*(908)527-4130*

*fax(908)558-2548*

*www.ucnj.org*

***We're Connected to You!***



**COUNTY OF UNION**  
*BID SUBMISSION CHECKLIST*

LOT A - UNIFORM SERVICES  
LOT B – VARIOUS POLICE EQUIPMENT  
BA# 17-2017

- \_\_\_\_\_ 1. Bid Form Page(s)
- \_\_\_\_\_ 2. Bidder Signature Page – *follow instructions and fill out completely*
- \_\_\_\_\_ 3. Statement of Ownership Disclosure (2 pages) – *fill out completely*
- \_\_\_\_\_ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- \_\_\_\_\_ 5. Affirmative Action Requirement
- \_\_\_\_\_ 6. Americans with Disabilities Form
- \_\_\_\_\_ 7. Disclosure of Investment Activities in Iran
- \_\_\_\_\_ 8. 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
- \_\_\_\_\_ 9. Compliance Pages
- \_\_\_\_\_ 10. UC Cooperative Pricing Extension Form
- \_\_\_\_\_ 11. Experience Statement
- \_\_\_\_\_ 12. Uniform Product Lines List
- \_\_\_\_\_ 13. Fitting Procedure Description
- \_\_\_\_\_ 14. Site Location Information
- \_\_\_\_\_ 15. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

***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 her designee on April 21, 2017, at **2:30 p.m.** prevailing time in the **3<sup>rd</sup> Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

### **BA# 17-2017 – UNIFORM SERVICES**

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. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

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 (3<sup>rd</sup> floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Laura M. Scutari, QPA, Director of Purchasing

## GENERAL SPECIFICATIONS

Revised 4/21/2016  
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 07207 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**

Vendor shall procure and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of the work reflecting the following:

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey; are included as Additional Insured. The General Liability Insurance coverage is provided on primary and non-contributory basis to the County of Union, et al.
- b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

\*Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **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 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.

## **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. INVESTMENT ACTIVITIES WITH IRAN**

Pursuant to P.L. 2012, c.25, codified as NJSA 52:32-55 *et seq.*, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

## **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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.

## 19. 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.

## 20. 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.

## 21. 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.

## 22. PERMITS

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



### **23. 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.

### **24. 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.

### **25. 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.

### **26. 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.

### **27. 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.

### **28. 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](http://www.state.nj.us/treasury/contract_compliance))

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

(REVISED 4/10)

**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 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 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 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 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/busregcert.shtml](http://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 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.

**INTENT:** The purpose and intent of this public bid is to obtain for the County of Union a vendor to furnish, customize and deliver **Lot A-Uniform Services** and **Lot B-Various Police Equipment** for the Office of the Prosecutor.

The County has evaluated different types of uniforms and police accessories and has determined that the brand name products on these specifications are best suited for the County's needs in 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. A contract will be awarded to the bidder submitting the lowest responsible and responsive bid meeting the requirements of this specification pursuant to N.J.S.A. 40A:11-13.

**EQUIVALENT PRODUCT:** Bids will be accepted for consideration on any make or brand that is equal to or superior to the items specified. Variations of any features of a proposed equivalent product from the features of the 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 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 unit should be submitted with the proposal. Bidder must be prepared to demonstrate a unit 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. All variances, exceptions and/or deviations should be fully described in the appropriate section.

**TERM OF CONTRACT:** The period of the contract shall be for twenty-four (24) consecutive months beginning with the execution of the signed contract.

**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 SHALL BE ZERO (0) AND THE MAXIMUM SHALL BE THE QUANTITY ESTIMATED FOR EACH ITEM.

**PAYMENT:** 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 government unit indicating account number and encumbrance.

Any questions regarding the bid can be emailed to [ucbids@ucnj.org](mailto: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.

## SPECIFICATIONS

The lowest responsible, responsive bidder shall provide one sample of each uniform garment and a blank sample of typical patches and/or embroidery prior to the award of the bid so that the County may approve the brand name and quality that the bidder intends to supply. These samples will be kept by the County for the duration of the contract. If subsequent orders vary from the samples, the County may refuse the delivery and the irresponsibility of the vendor could result in the cancellation of the contract. Samples will be returned after the contract term upon request of the vendor to do so.

Note: Patches, embroidery or any other customization noted on each line shall be included in the unit pricing. A post bid consultation shall be held with the vendor to finalize the style of the customization.

In order to fully address the needs of the Office of the Prosecutor only one vendor will be contracted with for **all** the items of each lot, therefore bidders must bid on all the items of each lot as specified. Failure to fill out pricing for all the items will result in the bid being found unresponsive and said bids will be dismissed. A bidder may win more than one lot.

### **EMPLOYEE FITTINGS**

The County will allow employees certain options when choosing the items of clothing on the bid. Each employee will pick the items they need at the time of the fitting. The items picked will need the written approval of a supervisor from the County present at the fitting.

The vendor will be available to measure all employees to insure the proper fitting of the garments at the convenience of the County.

After the contract has been awarded, the successful bidder will be required to physically measure each individual employee at a location to be determined post bid.

The dates for fittings and/or any other arrangements for fittings will be scheduled by the County as needed.

A sample range of sizes for each garment will be provided onsite at the time of the fittings for the employees to try on for perfect fit.

After the employee fittings are accomplished to the satisfaction of the County, each garment must be individually packaged and marked with the appropriate employee name. Any shipments must have packing slips indicating the individual garments and the name of the intended employee.

All uniforms are to be delivered within sixty (60) days after the date of the fitting.

If a brand name is given, the term "or equal" is considered to follow the name. Wherever a brand name is used, it is meant to denote the minimum level of quality and performance.



**LOT A – UNIFORM SERVICES**

Item #	Quantity	Product
1A	50	<b><u>5.11-72002-TDU Ripstop Long Sleeve</u></b> With <b>1” gold</b> screen lettering “POLICE” on right breast pocket, <b>3” UCPO shoulder patch</b> sewn on left breast pocket, <b>3” white “POLICE”</b> on back, and embroidered <b>5” UCPO patch</b> on both arms. <b>Color: 724 Dark Navy Sizes: up to XXL</b>
2A	5	<b><u>5.11-72002-TDU Ripstop Long Sleeve</u></b> With <b>1” gold</b> screen lettering “POLICE” on right breast pocket, <b>3” UCPO shoulder patch</b> sewn on left breast pocket, <b>3” white “POLICE”</b> on back, and embroidered <b>5” UCPO patch</b> on both arms. <b>Color: 724 Dark Navy Sizes: up to XXXXL</b>
3A	100	<b><u>5.11-74003-TDU Men’s Ripstop Pant</u></b> Belt loops must accept <b>1.75”</b> belt <b>Colors: 724 Dark Navy/162 TDU Khaki Sizes: up to XXL</b>
4A	15	<b><u>5.11-74003-TDU Men’s Ripstop Pant</u></b> Belt loops must accept <b>1.75”</b> belt <b>Color: 724 Dark Navy/162 TDU Khaki Sizes: up to XXXXXL</b>
5A	40	<b><u>5.11-64359-TDU Women’s Ripstop Pant</u></b> Belt loops must accept <b>1.75”</b> belt <b>Color: 724 Dark Navy/162 TDU Khaki Sizes: up to 20 (Regular/Long)</b>
6A	100	<b><u>5.11-59552-TDU 1.75 Belt</u></b> <b>Color: 019 Black Sizes: up to XL</b>
7A	15	<b><u>5.11-59552-TDU 1.75 Belt</u></b> <b>Color: 019 Black Sizes: up to XXXXL</b>
8A	75	<b><u>5.11-89260-Uniform Hat</u></b> With <b>2.25” UCPO Hat Patch</b> <b>Color: 724 Dark Navy Sizes: One Size Fits Most</b>
9A	200	<b><u>5.11-71049-Men’s Performance Short Sleeve Polo</u></b> With <b>gold 3.25” “POLICE”</b> screen on the back, <b>3” badge style patch</b> directly embroidered on Left breast and with <b>1” gold “POLICE”</b> screen under it. <b>Color: 724 Dark Navy Sizes: up to XXL</b>
10A	150	<b><u>5.11-71049-Men’s Performance Short Sleeve Polo</u></b> With <b>3” badge style patch</b> directly embroidered on Left Breast <b>Color: 018 Charcoal Sizes: up to XXL</b>
11A	40	<b><u>5.11-71049-Men’s Performance Short Sleeve Polo</u></b> With <b>gold 3.25” “POLICE”</b> screen on the back, <b>3” badge style patch</b> directly embroidered on left breast and with <b>gold 1” “POLICE”</b> screen under it. <b>Color: 724 Dark Navy Sizes: up to XXXL</b>
12A	100	<b><u>5.11-61165-Women’s Performance Short Sleeve Polo</u></b> With <b>gold 3.25” “POLICE”</b> screen on the back, <b>3” badge style patch</b> directly embroidered on left breast and with <b>gold 1” “POLICE”</b> screen under it. <b>Color: 724 Dark Navy Sizes: up to XL</b>
13A	100	<b><u>5.11-61165-Women’s Performance Short Sleeve Polo</u></b> With <b>3” badge style patch</b> directly embroidered on Left Breast <b>Color: 018 Charcoal Sizes: up to XL</b>
14A	20	<b><u>5.11-71049-Men’s Performance Short Sleeve Polo</u></b> With <b>3” badge style patch</b> directly embroidered on Left Breast, and <b>½”</b>

**“INSTRUCTOR”**

		Embroidered underneath patch in <b>WHITE</b> <b>Color: 019 Black</b> <b>Sizes: up to XXL</b>
15A	90	<b><u>5.11-48099-Chameleon Softshell Jacket</u></b> With <b>white 3.25” “POLICE”</b> screen on rear panel, <b>3” UCPO patch</b> sewn on left breast panel, and <b>white 2.25” “POLICE”</b> screen on right breast panel.
16A	10	<b>Color: 724 Dark Navy</b> <b>Sizes: up to XXL</b> <b><u>5.11-48099-Chameleon Softshell Jacket</u></b> With <b>white 3.25” “POLICE”</b> screen on rear panel, <b>3” UCPO patch</b> sewn on left breast panel, and <b>white 2.25” “POLICE”</b> screen on right breast panel.
17A	40	<b>Color: 724 Dark Navy</b> <b>Sizes: up to XXXXL</b> <b><u>5.11-48017-5-in-1 Patrol Jacket</u></b> With <b>white 3.25” “POLICE”</b> screen on rear panel, <b>3” UCPO patch</b> sewn on left breast panel, and <b>white 2.25” “POLICE”</b> screen on right breast panel.
18A	10	<b>Color: 724 Dark Navy</b> <b>Sizes: up to XXL</b> <b><u>5.11-48017-5-in-1 Patrol Jacket</u></b> With <b>white 3.25” “POLICE”</b> screen on rear panel, <b>3” UCPO patch</b> sewn on left breast panel, and <b>white 2.25” “POLICE”</b> screen on right breast panel.
19A	100	<b>Color: 724 Dark Navy</b> <b>Sizes: up to XXXXL</b> <b><u>5.11-48169-Packable Operator Jacket</u></b>
20A	15	<b>Color: 019 Black</b> <b>Sizes: up to XXL</b> <b><u>5.11-48169-Packable Operator Jacket</u></b>
21A	100	<b>Color: 019 Black</b> <b>Sizes: up to XXXL</b> <b><u>5.11-48057-Tactical Patrol Rain Pant</u></b>
22A	15	<b>Color: 019 Black</b> <b>Sizes: up to XXL</b> <b><u>5.11-48057-Tactical Patrol Rain Pant</u></b>
23A	200	<b>Color: Black</b> <b>Sizes: up to XXXL</b> <b><u>2.25” Embroidered Hat Patch</u></b> Union County Prosecutor’s Office-4 color embroidered- Will provide sample to
vendor		
24A	300	<b><u>5” Embroidered Shoulder Patch</u></b> Union County Prosecutor’s Office-4 color embroidered- Will provide sample to
vendor		
25A	500	<b><u>3” Embroidered Badge style Patch</u></b> Union County Prosecutor’s Office Detective Badge- 3 color embroidered <b>150 of which require hook-side Velcro backing</b> Will provide sample to vendor
26A	250	<b><u>3” Embroidered Badge style Patch</u></b> Union County Prosecutor’s Office –Homicide Task Force – Yellow on black background <b>75 of which require hook-side Velcro backing</b> Will provide sample to vendor
27A	75	<b><u>5.11-12001 Men’s ATAC 8 Side Zip Boot</u></b> <b>Color: Black</b> <b>Sizes: Regular 4-15/Wide 7-13</b>
28A	40	<b><u>5.11-12007 Women’s ATAC 8 Side Zip Boot</u></b> <b>Color: Black</b> <b>Sizes: 5-10</b>
29A	100	<b><u>5.11-71049-Men’s Performance Short Sleeve Polo</u></b> With <b>Homicide Task Force badge style Patch</b> directly embroidered on Left
Breast		
30A	35	<b>Colors: 019 Black, 018 Charcoal</b> <b>Sizes: up to XXL</b> <b><u>5.11- 61165-Women’s Performance Short Sleeve Polo</u></b>

Breast With **Homicide Task Force badge style Patch** directly embroidered on Left  
**Colors: 019 Black, 018 Charcoal** **Sizes: up to XXL**  
31A 100 **5.11-72049-Men's Long Sleeve Professional Polo**  
Breast With **Homicide Task Force badge style Patch** directly embroidered on Left  
**Colors: 019 Black** **Sizes: up to XXL**  
32A 35 **5.11-72314-Quarter Zip Front Job Shirts**  
Breast With **Homicide Task Force badge style patch** directly embroidered on Left  
**Color: 019 Black** **Sizes: up to XXL**  
33A 120 **5.11-72314-Quarter Zip Front Job Shirts**  
Breast With **UCPO Badge style Patch** directly embroidered on Left Breast  
**Color: 720 Fire Navy** **Sizes: up to XXXL**  
34A 15 **5.11-72317-Quarter Zip Front Job Shirts**  
proof will With **modified UCPO Badge style Patch** directly embroidered on Left Breast  
(Change from Union County Prosecutor's Office to Special Prosecutions Unit,  
be requested before order)  
**Color: 019 Black** **Sizes: up to XXXL**  
35A 80 **5.11-59340 Tac A2 Gloves**  
**Color: 019 Black** **Sizes: up to XXL**  
36A 75 **5.11-89250 WATCH CAP**  
**Color: 019 Black** **Sizes: up to L/XL**  
37A 60 **HANES-HF170 Hooded Sweatshirt**  
With **Academy logo in white screen** on left breast  
30 of which will need a 2" **"INSTRUCTOR"** in white screen on back  
(Will provide Academy logo for scan)  
**Color: Black** **Sizes: up to XXXL**  
38A 60 **HANES-6319 Adult BEEFY-T Long Sleeve T-Shirt**  
With **Academy logo in white screen** on left breast  
30 of which need a 2" **"INSTRUCTOR"** in **white screen** on back  
(Will provide Academy logo for scan)  
**Color: Black** **Sizes: up to XXXL**  
39A 60 **HANES-6307 Adult BEEFY-T Short Sleeve T-Shirt**  
With **Academy logo in white screen** on left breast  
30 of which need a 2" **"INSTRUCTOR"** in **white screen** on back  
(Will provide Academy logo for scan)  
**Color: Light Steel** **Sizes: up to XXXL**  
40A 65 **5.11-59505-Sierra Bravo Duty Belt Kit**  
**Color: 019 Black** **Sizes: Up to XL**  
41A 15 **5.11-59505-Sierra Bravo Duty Belt Kit**  
**Color: 019 Black** **Sizes: XXL-XXXXL**

**Lot B – VARIOUS POLICE EQUIPMENT**

1B	50	<b><u>Uncle Mike's-53492-Side-Armor Tactical Equipment Bag with Straps</u></b> <b>Color: Black</b>
2B	40	<b><u>Smith &amp; Wesson-Model 100 Handcuffs (or equal)</u></b> Satin Nickel finish with 2 keys
3B	150	<b><u>Strong Leather-75300-Side Open – Dress Flip-out Badge Case</u></b> With SC-926 badge cutout
4B	75	<b><u>Strong Leather-807X7-w/chain-Double Thick Recessed Badge Holder</u></b> With SC-926 badge cutout
5B	100	<b><u>Strong Leather -75300-Side Open – Dress Flip-out Badge Case</u></b> With 940 badge cutout
6B	100	<b><u>5.11-53021-XBT A4 FLASHLIGHT</u></b> <b>Color: 019 Black</b>
7B	50	<b><u>5.11-58602-Rush72 Backpack</u></b> <b>Color: 019 Black</b>

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE AND DELIVER **LOT A-UNIFORM SERVICES** AND **LOT B-VARIOUS POLICE EQUIPMENT** FOR THE OFFICE OF THE UNION COUNTY PROSECUTOR IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

ALL QUANTITIES ARE TO BE CONSIDERED "MORE OR LESS".

**LOT A-UNIFORM SERVICES**

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
1A	50 PCS.	\$ _____	\$ _____

CHECK ONE:       AS SPECIFIED  
                               -OR-  
                                OTHER BRAND: \_\_\_\_\_  
   STYLE/MODE#: \_\_\_\_\_

2A	5 PCS.	\$ _____	\$ _____
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CHECK ONE:       AS SPECIFIED  
                               -OR-  
                                OTHER BRAND: \_\_\_\_\_  
   STYLE/MODE#: \_\_\_\_\_

3A	100 PCS.	\$ _____	\$ _____
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CHECK ONE:       AS SPECIFIED  
                               -OR-  
                                OTHER BRAND: \_\_\_\_\_  
   STYLE/MODE#: \_\_\_\_\_

4A	15 PCS.	\$ _____	\$ _____
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CHECK ONE:       AS SPECIFIED  
                               -OR-  
                                OTHER BRAND: \_\_\_\_\_  
   STYLE/MODE#: \_\_\_\_\_

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

**LOT A-UNIFORM SERVICES**

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
5A	40 PCS.	\$ _____	\$ _____
CHECK ONE: <input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____			
6A	100 PCS.	\$ _____	\$ _____
CHECK ONE: <input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____			
7A	15 PCS.	\$ _____	\$ _____
CHECK ONE: <input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____			
8A	75 PCS.	\$ _____	\$ _____
CHECK ONE: <input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____			
9A	200 PCS.	\$ _____	\$ _____
CHECK ONE: <input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____			

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

**LOT A-UNIFORM SERVICES**

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
10A	150 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
11A	40 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
12A	100 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
13A	100 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
14A	20 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		

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

LOT A-UNIFORM SERVICES

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
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15A	90 PCS.	\$ _____	\$ _____
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CHECK ONE:       AS SPECIFIED  
   -OR-  
                                OTHER BRAND: \_\_\_\_\_  
   STYLE/MODE#: \_\_\_\_\_

16A	10 PCS.	\$ _____	\$ _____
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CHECK ONE:       AS SPECIFIED  
   -OR-  
                                OTHER BRAND: \_\_\_\_\_  
   STYLE/MODE#: \_\_\_\_\_

17A	40 PCS.	\$ _____	\$ _____
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CHECK ONE:       AS SPECIFIED  
   -OR-  
                                OTHER BRAND: \_\_\_\_\_  
   STYLE/MODE#: \_\_\_\_\_

18A	10 PCS.	\$ _____	\$ _____
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CHECK ONE:       AS SPECIFIED  
   -OR-  
                                OTHER BRAND: \_\_\_\_\_  
   STYLE/MODE#: \_\_\_\_\_

19A	100 PCS.	\$ _____	\$ _____
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CHECK ONE:       AS SPECIFIED  
   -OR-  
                                OTHER BRAND: \_\_\_\_\_  
   STYLE/MODE#: \_\_\_\_\_

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



**LOT A-UNIFORM SERVICES**

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
20A	15 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
21A	100 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
22A	15 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
23A	200 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
24A	300 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		

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

**LOT A-UNIFORM SERVICES**

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
25A	500 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
26A	250 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
27A	75 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
28A	40 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
29A	100 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		

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

**LOT A-UNIFORM SERVICES**

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
30A	35 PCS.	\$ _____	\$ _____

CHECK ONE:  AS SPECIFIED  
                  -OR-  
 OTHER BRAND: \_\_\_\_\_  
                  STYLE/MODE#: \_\_\_\_\_

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31A	100 PCS.	\$ _____	\$ _____
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CHECK ONE:  AS SPECIFIED  
                  -OR-  
 OTHER BRAND: \_\_\_\_\_  
                  STYLE/MODE#: \_\_\_\_\_

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32A	35 PCS.	\$ _____	\$ _____
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CHECK ONE:  AS SPECIFIED  
                  -OR-  
 OTHER BRAND: \_\_\_\_\_  
                  STYLE/MODE#: \_\_\_\_\_

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33A	120 PCS.	\$ _____	\$ _____
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CHECK ONE:  AS SPECIFIED  
                  -OR-  
 OTHER BRAND: \_\_\_\_\_  
                  STYLE/MODE#: \_\_\_\_\_

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34A	15 PCS.	\$ _____	\$ _____
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CHECK ONE:  AS SPECIFIED  
                  -OR-  
 OTHER BRAND: \_\_\_\_\_  
                  STYLE/MODE#: \_\_\_\_\_

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

**LOT A-UNIFORM SERVICES**

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
35A	80 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
36A	75 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
37A	60 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
38A	60 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
39A	60 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		

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



**LOT B-VARIOUS POLICE EQUIPMENT**

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
1B	50 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
2B	40 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
3B	150 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
4B	75 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		
5B	100 PCS.	\$ _____	\$ _____
CHECK ONE:	<input type="checkbox"/> AS SPECIFIED -OR- <input type="checkbox"/> OTHER BRAND: _____ STYLE/MODE#: _____		

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

**LOT B-VARIOUS POLICE EQUIPMENT**

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>SUB TOTAL</u>
6B	100 PCS.	\$ _____	\$ _____

CHECK ONE:  AS SPECIFIED  
 -OR-  
 OTHER BRAND: \_\_\_\_\_  
 STYLE/MODE#: \_\_\_\_\_

7B	50 PCS.	\$ _____	\$ _____
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CHECK ONE:  AS SPECIFIED  
 -OR-  
 OTHER BRAND: \_\_\_\_\_  
 STYLE/MODE#: \_\_\_\_\_

GRAND TOTAL LOT B \$ \_\_\_\_\_  
 (NOT TO EXCEED)

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

EXTENSION FORM FOR UNION COUNTY  
COOPERATIVE PRICING SYSTEM

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF UNION:

[  ] **CHECK HERE** IF WILLING TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO LOCAL GOVERNMENTAL CONTRACTING UNITS LOCATED WITHIN THE COUNTY OF UNION, UNION COUNTY COOPERATIVE PRICING SYSTEM # **CK-06-UNION** WITHOUT SUBSTITUTION OR DEVIATION FROM SPECIFICATIONS, SIZE FEATURES, QUALITY, PRICE OR AVAILABILITY AS HEREIN SET FORTH. IT IS UNDERSTOOD THAT ORDERS WILL BE PLACED DIRECTLY BY THE CONTRACTING UNITS, SUBJECT TO THE OVERALL TERMS OF THE CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICE OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPECIFICATIONS.

[  ] **CHECK HERE** IF **NOT** WILLING TO EXTEND PRICES TO CONTRACTING UNITS LOCATED IN THE COUNTY OF UNION. THIS WILL NOT AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE COUNTY OF UNION.

IF THE LOWEST RESPONSIBLE RESPONSIVE BIDDER DOES NOT EXTEND HIS PRICES TO THE REGISTERED MEMBERS, THE CONTRACT FOR THE STATED NEEDS OF UNION COUNTY WILL BE AWARDED TO SAID LOWEST RESPONSIBLE RESPONSIVE BIDDER AND SPECIFICALLY **NOT** MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY.

\_\_\_\_\_  
Initial

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



BIDDER SIGNATURE PAGE

Rev. 9/20/05

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

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

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

\_\_\_\_\_  
ADDRESS OF BIDDER  
\_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**AFFIX CORPORATE SEAL**

\_\_\_\_\_  
PRINT OR TYPE NAME AND TITLE

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

# **BUSINESS REGISTRATION** **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:	
	20041014112813533

ATTACH BRC HERE

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)                       Limited Liability Company (LLC)
- Partnership     Limited Partnership                       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **County of Union** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **County of Union** to notify the **County of Union** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **County of Union** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**NON-COLLUSION AFFIDAVIT**

Rev. 1/22/93

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

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

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

NAME OF CONTRACTOR

\_\_\_\_\_  
Sign Name Here

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

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

\_\_\_\_\_  
Notary Public of the State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

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

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

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

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

**AFFIRMATIVE ACTION REQUIREMENT**

Rev. 6/29/93

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

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

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

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

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

\_\_\_\_\_  
Print or type FIRM NAME here

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

\_\_\_\_\_  
Print or type NAME and TITLE here

\_\_\_\_\_  
Print or type DATE

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

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

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

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

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

Name \_\_\_\_\_ (Please print or type)

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

COUNTY OF UNION NEW JERSEY  
Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

Pursuant to Public law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:**

[ ] is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

[ ] is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that Union County is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Union County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



## EXPERIENCE STATEMENT

At least five years of experience in the supply of uniforms to governmental entities. Provide references from current customers, include contact name, address and phone numbers.

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

## UNIFORM PRODUCT LINES LIST

Provide a comprehensive list of uniform product lines carried by the bidder and proof of authorized dealership of said lines.

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

## FITTING PROCEDURE DESCRIPTION

Provide summary of the standard procedures of the bidder in the custom fitting of the uniforms.

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

RETAIL STORE OR OTHER SITE LOCATIONS INFORMATION

Provide, if available, a location of retail store or other site(s) owned by the vendor where supplemental employees could be sent for fittings.

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: \_\_\_\_\_