



COUNTY OF UNION

BID SUBMISSION CHECKLIST

BA# 24-2018 EXTERMINATING/PEST CONTROL MANAGEMENT SERVICES

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – *follow instructions and fill out completely*
- _____ 3. Stockholder Disclosure Certification (2 pages) – *fill out completely and notarize*
- _____ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- _____ 5. Affirmative Action Requirement
- _____ 6. Disclosure of Investment Activities in Iran
- _____ 7. Americans with Disabilities Form
- _____ 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. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED
- _____ 10. Extension Form for Union County Cooperative Pricing System
- _____ 11. Expertise Statement
- _____ 12. Experience Statement

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

NAME OF BIDDER: _____ DATE: _____

COUNTY OF UNION

Notice To Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or her designee on May 10, 2018, at **2:30 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

BA# 24-2018 - EXTERMINATION/PEST CONTROL MANAGEMENT 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 (3rd 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

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

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)

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

EXHIBIT B

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement – Effective 1/18/2010

The recently enacted P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the 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. 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.

EXTERMINATION/PEST CONTROL MANAGEMENT SERVICES

1. INTENT

These general conditions and requirements are proposed for the purpose of entering into a contract with a contractor that will provide an integrated pest management (IPM) approach of pest extermination for buildings of the County of Union. By utilizing coordinated pest and environmental information with available pest control methods, the contractor will prevent unacceptable levels of pest damage by the most economical means and with the least possible hazard to people, property, and the environment. The goal of the IPM approach is to manage pests and the environment to balance costs, benefits, public health, and environmental quality.

2. OBJECTIVE OF IPM

The objective of the County in utilizing an IPM is to reduce direct human exposure to pesticides by always deferring to methods such as mechanical, physical, cultural, non-toxic biological or, if those methods prove non-effective, the least environmentally active pesticide means available. Further, "the least environmentally active pesticide available" is defined as the least toxic product with the shortest residual effects on the environment.

3. PROTECTION OF THE BUILDING AND SITE

The Contractor shall, during the course of the work, take those precautions necessary to protect buildings from any damage.

4. USE OF THE SITE

The Contractor shall confine his operations to those areas designated by the appropriate department head or his designee. He shall at all times keep the premises free from accumulation of waste materials or other debris caused by his operations. At the conclusion of the work, he shall remove all waste materials, tools and equipment from the site.

5. PERMITS

The Contractor shall obtain and pay for all permits and licenses required by this contract. The Contractor must coordinate all activities with the appropriate department.

6. COMPLIANCE STANDARDS

Materials, equipment and service shall comply with all current rules and regulations of all applicable Federal, State, County and Local Laws, Ordinances, Regulations.

All work shall be executed in a competent manner and shall present a neat and professional appearance when completed.

7. FAULTY MATERIALS

The Contractor shall take full responsibility for faulty materials and/or workmanship and shall remedy all defects due thereto, and pay any damage to others resulting there from, which shall appear within one (1) year. The Owner shall give notice of observed defects with reasonable promptness.

8. BID PRICES

All charges for scheduled visits and/or hourly rates quoted shall include all travel time. No additional travel time will be honored.

9. PESTS INCLUDED AND EXCLUDED UNDER THE IPM PROGRAM

The contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants (excluding carpenter ants), flies, sewer flies, ground beetles, bees (excluding carpenter bees), wasps, hornets, millipedes, centipedes, spiders, sow bugs, pill bugs, clover mites and any other pests not specifically excluded from the contract. Populations of these pests that are located outside of the specified buildings are included.

Populations of the following pests will be considered special services, separate from the specifications of this contract:

- Birds, fleas, ticks, bed bugs, termites, carpenter ants, carpenter bees, food infesting insect and all wild life trapping.
- The contractor shall provide pest control services for the excluded pests on a time and material basis as per contract rates. A written estimate must be provided and approved before any work can be done. In all instances, the least toxic product with the shortest residual effects on the environment shall be used only when all alternative methods have been exhausted.
- In addition to the pests excluded in the weekly/monthly inspection services, the successful contractor should be able to provide additional pest control services such as but not limited to: netting, solar energized barriers, posts, wire, and ledge products (i.e.: Nixalite, Bird-B-Gone), live trapping, population relocation, power washing of bird droppings, etc. All power washing/cleaning shall be performed with "Simple Green" or equivalent non-toxic degreaser deodorizer that is safe to both the environment and livestock.

Estimates shall be itemized as to labor and material charges.

Successful vendor must supply a Log Book to each department representative that includes service schedules, reports, labels, health and safety information for each pesticide used, as well as emergency numbers for Company personnel.

Successful vendor must provide, in writing, the scope of its routine services including inspections, exclusion practices, habitat modification, monitoring, insect bait placements, pest population removal and reporting.

The Contractor shall furnish all supervision, labor, materials and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The Contractor shall also

provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

10. INSPECTION SERVICE SITES

The following buildings shall be covered under this agreement:

GROUP# 1 – (WEEKLY INSPECTIONS)

Contact: Chris Russo, Buildings Superintendent (908) 527-4240

Union County Police/Child Safety Seat, Kenilworth Boulevard, Cranford, NJ
**Union County Courthouse Complex, 2 Broad Street, Elizabeth, NJ: Old Courthouse, Rotunda, Tower,
Old Annex and Old Jail**
Union County Courthouse Cherry Street Annex, 2 Cherry Street, Elizabeth, NJ
Union County Family Justice Center, 10 Cherry Street, Elizabeth, NJ
Courthouse New Annex Building, 9 Elizabethtown Plaza, Elizabeth, NJ
Detention Center and Parking Garage, 7 Elizabethtown Plaza, Elizabeth, NJ
Oriscello Correctional Facility (Union County Jail), 15 Elizabethtown Plaza, Elizabeth, NJ
Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, NJ
Ruotolo Justice Center, 32 Rahway Avenue, Elizabeth, NJ
Division of Motor Vehicles/Print Services, 79 W. Grand Street, Elizabeth, NJ
Board of Elections/Taxation, 271 N. Broad Street, Elizabeth, NJ
Albender/ Bank Building Complex, 1141-1145 E. Jersey Street, Elizabeth, NJ
Child Advocacy Center, 240-242 W. Jersey Street, Elizabeth, NJ
Cultural & Heritage Affairs, 633 Pearl Street, Elizabeth, NJ
Division of Social Services, 40 Parker Road, Elizabeth, NJ
Bridge Control Center, Front Street, Elizabeth, NJ
Fire Training Academy, 710 Lower Road, Linden, NJ
Juvenile Detention Center, 1075 Edwards Street, Linden, NJ
Repeater Control Shack, Prospect Avenue, Mountainside, NJ
Probation Office, 315 E. Front Street, Plainfield, NJ
Union County Performing Arts Center, 1601 Irving Street, Rahway, NJ
Division of Engineering, 2325 South Avenue, Scotch Plains, NJ
**Division of Public Works Complex, 2371 South Avenue, Scotch Plains, NJ: Bureau of Roads and Bridges,
Tool Room/Storage Building**
Division of Traffic Safety and Maintenance, 2325 South Avenue, Scotch Plains, NJ
Board of Elections Warehouse, 2345 South Avenue, Scotch Plains, NJ
Bureau of Mosquito Control, 2371 South Avenue, Scotch Plains, NJ
Police Academy, 1776 Raritan Road, Scotch Plains, NJ
Narcotic Strike Force, 50 Progress Street, Union, NJ
Froehlich Public Safety Building (Union County Police), 400 North Avenue East, Westfield, NJ
Colleen Fraser Building, 300 North Avenue East, Westfield, NJ

GROUP# 1A – (MONTHLY INSPECTIONS)

Contact: Greg Gustofson, Trades Supervisor (732) 397-7534

Oak Ridge Park Club House, 136 Oak Ridge Road, Clark, NJ
Oak Ridge Park Service Yard, 136 Oak Ridge Road, Clark, NJ
Warinanco Park Administration Building, 114 Acme Street, Elizabeth, NJ
Warinanco Park Service Yard, 114 Acme Street, Elizabeth, NJ
Gallop Hill Golf Course Club House, 3 Golf Drive, Kenilworth, NJ
Gallop Hill Golf Course Learning Center, 1 Golf Drive, Kenilworth, NJ
Gallop Hill Golf Course Service Yard, Kenilworth Boulevard, Kenilworth, NJ
Trailside Nature & Science Center (New Bldg), 452 New Providence Road, Mountainside, NJ
Trailside Nature & Science Center (Old TMA Bldg) and Planetarium, 452 New Providence Road,
Mountainside, NJ
Watchung Stables (Administration Building), 1160 Summit Lane, Mountainside, NJ
Cedar Brook Park Service Yard, Matthewson Drive, Plainfield, NJ
Rahway Park Service Yard, Rahway Park, St. Georges Avenue, Rahway, NJ
Warinanco Ice Skating & Sports Center, Warinanco Park, 1 Park Drive, Roselle, NJ
Ash Brook Golf Course Club House, 1210 Raritan Road, Scotch Plains, NJ
Ash Brook Golf Course Service Yard, 1210 Raritan Road, Scotch Plains, NJ
Watchung Reservation/Quarry Service Yard, Shunpike Road, Springfield, NJ
Echo Lake Park Service Yard, Springfield Avenue, Westfield, NJ

GROUP# 1B – (SEMI-ANNUAL INSPECTIONS – APRIL through OCTOBER)

Contact: Greg Gustofson, Trades Supervisor (732) 397-7534

Rahway Park Concession Stand, Rahway Park, St. Georges Avenue, Rahway, NJ
Warinanco Park Boathouse Concession Stand, Warinanco Park, St. Georges Avenue, Roselle, NJ
Warinanco Park Snack Stand, Warinanco Park, St. Georges Avenue, Roselle, NJ
Echo Lake Park Boathouse Concession Stand, Springfield Avenue, Mountainside, NJ
Watchung Loop Concession Stand, Watchung Reservation, Mountainside, NJ

GROUP# 1C – (SEASONAL INSPECTIONS – JUNE through AUGUST)

Contact: Greg Gustofson, Trades Supervisor (732) 397-7534

Rahway Pool Bathhouse / Admin Building / Concession Stand, Rahway Park, St. Georges Ave, Rahway, NJ

11. SPECIAL REQUIREMENTS FOR ORISCELLO CORRECTIONAL FACILITY

Weekly inspection shall be performed of the entire jail complex, with treatments performed as needed. The kitchen area shall be treated after 7:30 pm weekly.

ALL pipe chases and mechanical rooms shall be treated for all insects and rodents two (2) times per month. These treatments shall include spraying and placement of sticky traps.

12. SITES FOR ANT CONTROL (DRAX)

All buildings will be covered under the Drax Baiting Units, where applicable.

13. SITE EXAMINATION

It shall be the responsibility of the bidder to visit the specified sites and make a tour and inspection of the buildings to be serviced under the terms of this bid request prior to the bid opening date. No special consideration shall be given after the bid opening because of the bidder's failure to be knowledgeable of all conditions at the site. Bidder shall contact Charles Chirafesi at (908) 527-4240 of the Division of Facilities Management to schedule a site visit. Parties submitting bids will be held to have accepted the terms and conditions as expressed in the specifications.

14. MATERIAL LIST

Bidder must establish an "**APPROVED MATERIALS LIST.**" This list will be tailored to fit the needs of the facilities. The materials on the list will be made up from but not limited to products from the following chemical families: botanicals, biologicals, inorganics, synthetic pyrethroids, insect growth regulators, and pheromones. Other material may include rodenticides, glue boards, mechanical traps, caulk, copper mesh, concrete, fly grids, fly sticky paper, insect baits and monitors, and snap traps. This list will be broken down into two categories: materials approved for immediate use and those that need prior approval from the appropriate department head.

15. SCOPE OF WORK

The IPM technician will conduct weekly/monthly routine visual inspections (as required) of pest prone areas, including pipe chases, basements, attics and penthouses for signs of active pest infestations and for conditions that are conducive to attracting or harboring pests. If treatment is required for any included pests (see "**PESTS INCLUDED AND EXCLUDED**" Section 9) the technician shall treat the infested area(s), after normal working hours, if required by Pesticide Application section (see below), at no additional cost to the County.

When called, the cost of the inspection shall also include the treatment of the infestation caused by the "**INCLUDED**" pests.

A. The Successful Bidder must:

1. Possess a valid pesticide applicator business license with the New Jersey Department of Environmental Protection and Energy's Pesticide Control Program.
2. Employ a sufficient number of applicators licensed and certified as per NJAC 7:30-6.4 and 6.5.
3. Provide references demonstrating experience in successful exterminating programs similar in size and scope of which the bidding is being done.
4. Agree to retain and utilize an entomologist that can be called on for consultation and pest identification. The entomologist/consultant must have as a minimum a bachelor's degree in Entomology and three (3) years experience in Integrated Pest Management.
5. Provide with the bid a copy of the Commercial Pesticide Applicator License for every Contractor's representative who will be performing on-site service under contract. At minimum, the Contractor shall submit copies of the licenses of three (3) individuals. In addition, these individuals must have the following certifications:

- 3A. & 3B. - Turf & Ornamental
 - 7A. - General Pest Control
 - 7B. - Termite
 - 7D. - Commercial

6. Agree to retain and utilize a State Certified Licensed Animal Control Officer (A.E.O) who will be available to respond within two hours time.

B. The work called for under these specification consist of furnishing adequate supervision, all labor, supplies and proper types of equipment necessary to accomplish all specified Pest Control Services in the various building sites for the County of Union.

16. PESTICIDE APPLICATION

The Contractor shall use non-pesticide methods of control wherever possible.

For example:

- Sticky traps are used to guide and evaluate indoor pest control efforts wherever necessary.

The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the use of formulations and treatment techniques which minimize the amount of pesticides used and the potential exposure of people and the environment.

The Contractor shall be responsible for application of pesticides according to the product label. All pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA), and the State Department of Environmental Protection. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations.

The Contractor will use the following pesticide use hierarchy as a guide to minimize the amounts of pesticides applied as well as the potential for exposure:

- Containerized and other types of bait formulations rather than sprays shall be used for cockroach and ant control wherever appropriate. Baits are considered for standard choice for non-food preparatory spaces. Baits for other insects should also be considered as they are introduced into the marketplace and their efficiency established.
- As a general rule, if effective baits are not available, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application in which the pesticide is only released within the crack and crevice and does not leave a deposit on exposed surfaces.

Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures which will result in control within the predetermined tolerance thresholds, are practical. In the event that these

applications become necessary, a formulation with the least potential for exposure will be chosen. As a general rule, wettable powder and microencapsulated formulations will be considered as first choices. Solvent-based pesticides will be used only as a last resort when no other effective alternatives exist. Such applications shall be made only to areas unoccupied at the time of application and shall remain unoccupied until the treated surfaces have dried, or longer if the label specifies a longer reentry time. The Contractor and appropriate department head or his representative will determine, on a case-by-case basis, what additional ventilation and pre-notification is needed.

The Contractor shall obtain the approval of the appropriate department head or his representative prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces or any space spray treatment. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. No liquid, aerosol, or dust applications shall be made while tenant personnel are present. "If pesticides need to be applied, it shall be done on a Friday (excluding Holiday) after working hours of the particular department that need the work done".

NO EXCEPTIONS.

17. PERFORMANCE REQUIREMENTS

Contractor shall have single source responsibility. No portion of the work shall be subcontracted or assigned.

It shall be the responsibility of the bidder to visit the sites and make a tour and inspection of the buildings to be serviced under the terms of this bid request. No special consideration shall be given after bids are opened because of the bidder's failure to be knowledgeable of all conditions at the site. See the Inspection Service Sites Section for contact names and telephone numbers to schedule an appointment.

All Pest Control Services shall be performed as described in this specification. Deviations will not be considered unless the bidder can explain in detail that the deviation of service levels is at least equal to that specified.

The County does not guarantee that all buildings listed on the schedule will continue in such use that warrants pest control service, and, as changes in assignment occur, the contractor may be directed to perform additional services or may be directed to discontinue services in certain areas when use of any part thereof no longer requires it. Payment for significant additions or deletions in pest control services shall be on a proportionate basis.

18. CONTRACTOR PERSONNEL

Throughout the life of this contract, all Contractor personnel providing on-site pest control service must meet state requirements for training, certification and licensing as Commercial Pesticide Applicators. **Uncertified individuals working under the Supervision of a certified Applicator will not be permitted to provide service under the terms of this contract.**

All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The contractor shall determine and provide additional personnel protection equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor shall be identified in accordance with state and local regulations.

All work shall comply with all applicable state safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the County harmless for any action on its part or that of its employees for subcontractors, that results in illness or death.

19. INITIAL INSPECTION

The Contractor shall conduct a thorough, initial inspection of each Building and Grounds listed location within ten (10) working days after the effective date of the contract. The purpose of the initial inspection is for the Contractor to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. This initial inspection shall be at no charge to the County.

20. PEST CONTROL PLAN

Prior to initiation of service, the Contractor shall submit to the appropriate department head, or his representative, a Pest Control Plan for each building or site within ten (10) working days following the initial inspection. Upon receipt of the Pest control Plan, the appropriate department head or representative will render a decision regarding its acceptability within five (5) working days following notice of approval. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have three (3) working days to submit revisions.

The Pest Control Plan shall consist of three parts:

1. Proposed methods for control, including labels and Material Safety Data Sheets (MSDS sheets) for all pesticides to be used. A list of brand names of rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment should also be included.
2. A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the given pest.
3. A description of any structural or operational changes that would facilitate the pest control effort.

It shall be the Contractor's responsibility to carry out work according to the approved Pest Control Plan for each building or site. The Contractor shall receive the concurrence of the appropriate department head or his representative prior to implementing any subsequent changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to on-site service personnel.

21. SPECIAL REQUESTS AND EMERGENCY SERVICE

On occasion, the department head or his representative may request that the Contractor perform corrective, special, or emergency service(s) that are beyond monthly inspections. The Contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of the request. In the event such services cannot be completed within one working day, the Contractor shall

immediately notify the appropriate department head or his representative and indicate an anticipated completion date.

22. MANNER AND TIME TO CONDUCT SERVICES

The Contractor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. No sprays or dust may be applied when the area to be treated is occupied. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the appropriate department head or his representative at least one day in advance.

The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. The appropriate department head or his representative will explain any restrictions associated with these special areas. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan for the specific building or site.

Access to buildings shall be coordinated with the appropriate department head or his representative. The department head or his representative will inform the Contractor of any restrictions or areas requiring special scheduling. For access after normal working hours, the Union County Security Department can be reached by calling (908) 527-4008.

The Contractor shall not store any pesticide product on County property.

23. MATERIALS USED

No materials shall be used which will damage floor coverings, woodwork, painted surfaces, furniture, or other items. In conjunction with employee right to know products having less hazardous properties will be procured through the vendor. Contractor shall assist County in meeting any requirement under Worker and Community Right to Know Act.

24. PERFORMANCE

Monitoring: Precisely placing insect monitors that trap a portion of the pest population is the key to informing the IPM technician of areas needing attention. This helps minimize the amount of pesticides applied by focusing treatments into specific harborages with active signs of infestations.

Caulking and Sealing: IPM technicians will routinely caulk cockroach harborages instead of constantly treating them. Technicians also will inspect for and seal openings into the facility such as holes around pipes that may allow rodents and insects to enter the facility.

Insect Baits: Baiting techniques help to reduce liquid residual pesticide use by controlling many infestations before they become a major problem. If it is necessary to use a liquid product, it shall be a non-repellent product.

Bait Stations/Traps: Bait stations/traps shall be placed every 25 feet in all warehouse, pantry, laundry and storage areas and shall be checked according to the weekly or monthly service schedule. Only closed type bait stations/traps shall be used in kitchen and food areas. Additional bait and traps shall be supplied where required.

Insect Growth Regulators: Vendor shall utilize Insect Growth Regulators (IGRs) to break the breeding and developmental cycle of many insect pests. The IGRs shall be effective against cockroaches, stored product pests, fleas, ants, and many other insects.

Pheromone Traps: Vendor shall use various types of insect pheromone traps, which contain non-toxic glue and insect pheromone that attracts insects by luring them to the trap with its own scent.

Rodent and Vermin Traps: All rodent and vermin traps shall be changed monthly and the date of change shall be visible on each trap in accordance with the Regional Health Department.

Insect Electrocutors: These units shall be commercial grade, UL listed, and highly effective in catching and killing flies and flying insects.

Ant Bait System: The County has in place Drax Liquidator Bait Systems by Waterbury Companies, Inc., that must be maintained by contractor. The contractor shall have knowledge of the Drax bait systems and perform inspections according to the weekly or monthly service schedule on buildings as specified herein. The Drax stations shall be monitored and bait refilled accordingly. Use only Drax bait as manufactured by Waterbury Companies that contains 1% orthoboric acid. The vendor must be the authorized operator and applicator for the Drax System.

Whenever necessary, all replacement or additional bait stations/systems, traps and insect electrocutors for the pests included under the IPM Program scheduled visits shall be included in the weekly or monthly service charge.

25. VACUUMS

Under some circumstances, vacuums are to be used to collect insects out of their harborages. Vendor must provide, in writing, what means it will take should a pest problem continue to occur and what specific guarantees it can provide to the County system as to keeping costs at a minimum.

26. PESTICIDE PRODUCTS AND USE

Vendor must provide, in writing, the specifics of when and how pesticides will be applied, including the decision process used in selecting the method for pest control.

Vendor must submit its procedure for application of any pesticide that has an odor or leaves a residual deposit. These pesticides shall be applied after working hours. Vendor is to make arrangements with the appropriate department head or his designee and the Union County Security Department to gain access to buildings after hours.

Vendor shall give written notice as to when building can be re-occupied by County employees and the public.

Follow up inspections of areas known to be pest infiltrated shall be frequent and serve to determine an end to whatever problem may have existed.

Vendor shall employ crack and crevice caulking to deter pest reentry.

27. PESTICIDE APPLICATION

The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the appropriate department head or his representative.

28. STRUCTURAL/PROCEDURAL RECOMMENDATIONS

Structural modifications for pest control, including the application of caulk and other sealing materials will be the responsibility of the Contractor. Throughout the life of this contract, the Contractor shall be responsible for notifying the appropriate department head or his representative in writing about any structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage or access.

29. RECORD KEEPING

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on County property at each site and maintained on each visit by the Contractor.

Each logbook or file shall contain at least the following items:

- A copy of the Pest Control Plan for the building or site, including labels and MSDS sheets for all pesticides used in the building, (brand names of all) and pest control devices (and equipment) used in the building, and the Contractor's service schedule for the building.
- The Pest Control Work and Inspection Report forms will be supplied by the Contractor and will be used to advise the appropriate department head or his representative of routine service requests and to document the performance of all work, including emergency work. This includes all the information on pesticide applications required by NJAC 7:30-6.8 and 7.3. Upon completion of a service visit to the building, the Contractor's representative performing the service shall complete, sign and date the form, and return it to the logbook or file on the same or succeeding day of the services rendered.

Vendor must provide a weekly/monthly written report to each Division explaining all pest activity at each inspected location, IPM methods used to deter or eradicate pests, and if pesticides were used, the type and rate of application applied. The report shall also include pest identification and pest predictions for the coming weeks/months.

30. RODENT CONTROL

A. Non-Pesticide Products and Use:

As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule

approved by the appropriate department or his representative. During regular service, the Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

B. Pesticide Products and Use:

In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the appropriate department head or his representative prior to making any interior rodenticide treatment.

All rodenticides, regardless of packing, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes.

Frequency of bait boxes servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations and the New Jersey Pesticide Control Code, NJAC 7:30-9.5, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:

1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
2. The lids of all bait boxes shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surfaces, so that the box cannot be picked up or moved.
4. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
5. All bait boxes shall be labeled with the Contractor's business name and address, and dated at the time of installation and each servicing.

As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible. The Contractor shall be responsible for notifying the appropriate department head or his representative about the location of all rodent burrows on the premises that must be filled.

31. PROGRAM EVALUATION

The County reserves the right to evaluate the progress of this contract in terms of effectiveness and safety, and to require such changes as necessary. The Contractor shall take prompt action to correct all identified deficiencies.

32. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the appropriate department head or his representative. The program shall include, but not be limited to the following:

- An inspection system covering all the services stated in this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspections.

- The checklist shall include every area of the operation serviced by the Contractor as well as every task required to be performed.
- A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the appropriate department head or his representative point out the deficiencies.
- A file of all inspections conducted by the Contractor and the corrective actions taken. This documentation shall be maintained locally and made available to County officials upon request.

33. DEFINITION OF REGULAR AND OVERTIME WORK HOURS

Regular work hours are defined as any eight (8) hour work period.

Overtime (any work performed after any eight (8) hour work period or Saturday) will be paid at 1 ½ times the regular hourly rate.

34. TIME AND MATERIAL WORK

Hourly Labor Rate (Outside of scheduled visits)

For bid purposes only, 150 hours of total labor are shown in the Bid Form pages.

We have attempted to accurately reflect a true picture of the approximate amount of labor hours that the County anticipates for twenty-four (24) months. The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked. **The labor charge shall include all travel. No additional travel time will be honored.**

Materials Excluded From Standard Extermination Program

Materials have been estimated also. The County will only pay for materials that have been authorized and used.

Parts / Materials Prices: All materials shall be invoiced at actual wholesale cost plus a percentage (%) markup. Copies of the contractor's own purchase invoices reflecting actual costs shall accompany each invoice to the County.

35. INSTRUCTIONS FOR ITEM NO. 4 ON BID FORM PAGES

For the purpose of this Bid: assume materials (for pests excluded from the IPM Program) estimate of \$10,000.00 (excluding mark-up) for twenty-four (24) months. Calculate percentage of mark-up charges on wholesale cost of materials by multiplying the material estimate amount by your standard mark-up %, and adding that figure to the material estimate amount and then put that sum on the appropriate line of the bid form page.

e.g. \$10,000.00 x 1% = \$100.00. Adding that to \$10,000.00 would give you a sum of \$10,100.00

36. TERM OF CONTRACT

The period of the contract shall be for twenty-four (24) consecutive months with the provision for one (1) twenty-four (24) month extension subject to the following limitations: the extension contract shall be awarded by resolution of the governing body (within 60 days prior to the expiration date), upon a finding by the governing body that the services are being performed in an effective and efficient manner.

N.J.S.A. 40A:11-15 provides that any price changes pursuant to extensions of the original term of this agreement shall be based upon the price of the original agreement as cumulatively adjusted pursuant to any previous adjustment or extensions and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time this agreement is reviewed. The Index Rate is promulgated bi-annually by the State of New Jersey, Division of Local Government Services and is based on the annual percentage increase in the implicit price deflector for State and Local Government Services, computed quarterly by the U.S. Department of Commerce, Bureau of Economic Analysis.

Any extension of the original term of this agreement shall be subjected to the availability and appropriation annually of sufficient funds by the County of Union pursuant to N.J.S.A. 40A:11-15.

The County reserves the right to terminate this agreement with written notice to the contractor thirty (30) days prior to such action.

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

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

BID FORM PAGE

(Page 1 of 2)

Having carefully read the notice to bidders, specifications and instructions to bidders, the undersigned hereby agrees to provide an **INTEGRATED PEST MANAGEMENT (IPM) APPROACH FOR BUILDING PEST EXTERMINATION** for the County of Union, Division of Facilities Management.

DO NOT ALTER ANY LINES OR LANGUAGE ON THE BID FORM PAGE(S). ANY ALTERATION OR SUBSTITUTION ON THE BID FORM PAGE(S) SHALL RENDER THE BID UNRESPONSIVE AND RESULT IN THE REJECTION OF THE BID. ANY CORRECTIONS, CROSS-OUTS, OR WHITE-OUTS TO THE SUBMITTED PRICING OF THE BIDDER MUST BE INITIALED BY THE BIDDER.

BIDDER MUST BID ON ALL ITEMS OR BID WILL NOT BE ACCEPTED. CONTRACT SHALL BE AWARDED TO BIDDER WITH THE LOWEST RESPONSIBLE AND RESPONSIVE GRAND TOTAL PRICE INCLUSIVE OF ALL BID ITEMS.

PRICE SCHEDULE

ITEM NO. DESCRIPTION CHARGE TOTAL PRICE FOR 24 MONTH TERM

1. INSPECTION AND IPM PROGRAM

(Weekly Charge x 104 Visits)

Provide **WEEKLY** Inspection and Extermination Services as Specified in Section 10, Group 1

(30) Sites \$ _____ X 104 \$ _____
Weekly Cost for (30) Sites Visits 24 Month Cost for (30) Sites

1A. INSPECTION AND IPM PROGRAM

(Monthly Charge x 24 Visits)

Provide **MONTHLY** Inspection and Extermination Services as Specified in Section 10, Group 1A

(17) Sites \$ _____ X 24 \$ _____
Monthly Cost for (17) Sites Visits 24 Month Cost for (17) Sites

1B. INSPECTION AND IPM PROGRAM

(Monthly Charge x 14 Visits)

Provide **SEMI-ANNUAL** Inspection and Extermination Services as Specified in Section 10, Group 1B

(5) Sites \$ _____ X 14 \$ _____
Monthly Cost for (5) Sites Visits 24 Month Cost for (5) Sites
(April through October)

NAME OF BIDDER: _____

BID FORM PAGE

(Page 2 of 2)

ITEM NO. DESCRIPTION CHARGE TOTAL PRICE FOR 24 MONTH TERM

1C. INSPECTION AND IPM PROGRAM (Monthly Charge x 6 Visits)

Provide **SEASONAL** Inspection and Extermination Services as Specified in Section 10, Group 1C

(1) Site \$ _____ X 6 \$ _____
 Monthly Cost for (1) Site Visits 24 Month Cost for (1) Site
 (June through August)

**2. HOURLY LABOR RATE: TIME & MATERIAL WORK
(Outside of Scheduled Visits)**

75 Hours X \$ _____ = \$ _____
Estimated Regular Work Hours Hourly Rate
(24 Months)

**3. OVERTIME HOURLY RATE
(Outside of Scheduled Visits)**

75 Hours X \$ _____ = \$ _____
Estimated Overtime Work Hours Hourly Rate
(24 Months)

ITEM NO. DESCRIPTION 24 MONTH QUANTITY SUB TOTAL PRICE

**4. MATERIAL MARK-UP
(Excluded From Standard Extermination Program)**

(\$10,000.00 x _____ %) + \$10,000.00 = \$ _____
 Mark-up* (See Section 36)

***IN THE BEST INTEREST OF THE COUNTY
NO MARK-UP SHALL BE ACCEPTED OVER 15%**

**GRAND TOTAL PRICE \$ _____
(Add Item # 1, 1A, 1B, 1C, 2, 3 and 4) NOT TO EXCEED**

NUMBER OF VEHICLES IN MOTOR POOL AVAILABLE FOR SERVICE UNDER THIS CONTRACT: _____

NAME OF BIDDER: _____

Union County Cooperative Pricing System Extension Form

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

[] Check Here and initial if **WILLING** to provide the goods and services herein bid upon to registered members of the County of Union Cooperative Pricing System (State of New Jersey Identifier #: 8-UCCP) who have submitted estimates, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the registered member identified herein by separate contracts, subject to the overall terms of the master contract to be awarded by the County of Union, and that no additional service or delivery charges will be allowed except as permitted by these specifications.

[] Check Here and initial if **NOT WILLING** to extend prices to registered members of the County of Union Cooperative Pricing System (State of New Jersey Identifier #: 8-UCCP) who have submitted estimates as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of County of Union.

In the event that the lowest responsible bidder, in the bid document, declines to extend prices to the registered members who submitted estimates the following procedure will be followed as required by N.J.A.C. 5:34-7.10(a)(2):

The contract for the needs of the lead agency will be awarded to the lowest responsible bidder, and a master contract for the registered members who have submitted estimates will be awarded to the next lowest bidder whose bid agrees to extend.

Bid prices may be extended to registered members who have not submitted estimates prior to the advertisement for bids with the written approval of the lead agency and the contractor.

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

Initial

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
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION:
070-007-302/000

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
01/01/07

FORM BRC(08-04)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107530

ISSUANCE DATE:
02/14/06

J.P. S. Tully
Authorized Representative

This Certificate is NOT valid until the date of issuance. It shall be automatically re-issued if denied renewal.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1893907

Date of Issuance: October 14, 2006

For Office Use Only:
200-0101-0112833633

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

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

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

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

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF BIDDER: _____

COUNTY OF UNION NEW JERSEY
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: _____ Vendor/Bidder: _____

PART I
CERTIFICATION
VENDOR/BIDDER MUST COMPLETE PART I BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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 neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation 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 party.

CHECK THE APPROPRIATE BOX

- A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.
- OR**
- B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information 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 ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE#: _____
Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

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 (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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

NAME OF BIDDER: _____

EXPERIENCE STATEMENT

County of Union, Elizabeth, NJ

The vendor must submit with their bid references demonstrating experience in successful exterminating programs similar in size and scope of which the bidding is being done. Provide name and address of each reference, along with the names and phone numbers of the main contact person for each.

We hereby certify that my company has performed the following private or public work which is relevant to this bid, I further certify that my company has never defaulted under any contract.

Witness

Name of Company

Date

Address

By: _____
Title

EXPERTISE STATEMENT

1. Provide copy of a valid Pesticide Applicator Business License.
2. Provide copy of Commercial Pesticide Applicator License for every representative who will be performing on-site service under contract. (Minimum of three (3) representatives).
3. In addition, copies of the following certificates (for each of the three (3) representatives):
 - 3A & 3B Turf & Ornamental
 - 7A General Pest Control
 - 7B Termite
 - 7D Commercial

NAME OF BIDDER: _____