



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

Michael Yuska, Acting Director

**BOARD OF
CHOSEN FREEHOLDERS**

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County Counsel

JAMES E. PELLETTIERE
Clerk of the Board

MEMO TO: All Potential Bidders

DATE: May 19, 2016

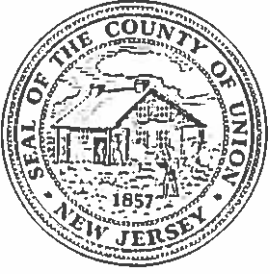
RE: **Lake Management Program**
BA# 30-2016 **DUE: June 1, 2016**

CLARIFICATION # 1

Due to a typographical error on page 18 of the specifications under Bid Response, please note, calendar year should read as 2016-2017.

Thank you.

DIVISION OF PURCHASING



COUNTY OF UNION
BID SUBMISSION CHECKLIST

LAKE MANAGEMENT PROGRAM
BA 30-2016

1. **CONSENT OF SURETY** – The Consent of Surety form signed by a Surety Company stating that if your bid is accepted, the Surety Company that provides the consent shall be required to furnish a Performance Bond in the amount of \$25,000.00. The Bond shall have a term equal to the contract period.

In lieu of the Consent of Surety you may submit a Certified Check for the amount of \$25,000.00.
2. **Bid Form Page(s)**
3. **Bidder Signature Page** – *follow instructions and fill out completely*
4. **Stockholder Disclosure Certification (2 pages)** – *fill out completely and notarize*
5. **Non-Collusion Affidavit** – *fill out completely and notarize*
6. **Affirmative Action Requirement**
7. **Americans with Disabilities Form**
8. **Disclosure of Investment Activities in Iran**
9. **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
10. **Certification**
11. **Experience and Equipment Statement**
12. **Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED**

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

NAME OF BIDDER _____ DATE: _____

COUNTY OF UNION

Invitation to Bid

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on **June 1, 2016**, at **2:30 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 for:

LAKE MANAGEMENT PROGRAM BA# 30-2016

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. 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 or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Laura M. Scutari, Director of Purchasing.

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

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 there from, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10. NON-DISCRIMINATION

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

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.

(3/27/12)

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICES:

The County of Union seeks the services of a qualified firm to implement an aquatic management program designed to achieve and maintain control of nuisance macrophytes and algae within 19 lakes, ponds and lagoons in the Union County Park System.

Control of submergent, emergent and floating vegetation, and algae (both filamentous and unicellular), is addressed on a per treatment basis, since the density, distribution and persistence of these plants can vary widely from year to year, as water chemistry, weather, and the makeup of the aquatic plant community change.

The surface area coverage of the nuisance aquatic plants or algal blooms will vary among the various water bodies. The intent of this program is to prevent or eliminate algal blooms and to retard or eliminate macrophyte growth back to a percentage of water surface area coverage that still provides a balanced ecosystem, supporting fish, amphibians, reptiles and invertebrates.

The list of macrophytes for which the County has concern includes, but is not limited to:

- Common duckweed (*Lemna minor*)
- Common elodea (*Elodea Canadensis*)
- Common reed (*Phragmites australis*)
- Coontail (*Ceratophyllum demersum*)
- Curly-leafed pondweed (*Potamogeton crispus*)
- Eurasian watermilfoil (*Myriophyllum spicatum*)
- Fanwort (*Cabomba carolinia*)
- Floating primrose willow (*Ludwigia peploides*)
- Naiad (*Najas minor*)
- Parrot feather (*Myriophyllum aquaticum*)
- Reed canarygrass (*Phalaris arundinacea*)
- Sago pondweed (*Stuckenia pectinata*)
- Spatterdock/cow lily (*Nuphar advena*)
- Starry stonewort (*Nitellopsis obtuse*)
- Water chestnut (*Trapa natans*)
- Water hyacinth (*Eichhornia crassipes*)
- Water lettuce (*Pistia stratiotes*)
- Watermeal (*Wolffia arrhiza*)
- Water primrose (*Ludwigia spp*)
- White water-lily (*Nymphaea alba*)
- Yellow flag iris (*Iris pseudacorus*)

Upon award of contract, the lake management contractor should conduct a survey of the 19 subject waterbodies to familiarize himself with the following at each location:

- The size and shape of the lake, pond or lagoon;
- The source of water inflow to the waterbody;
- The composition and surface area coverage of aquatic vegetation;
- The suitability of access points; and
- Surrounding land uses.

This contract will be administered for the County of Union by Daniel J. Bernier, Director, Division of Park Environmental Services (hereinafter referred to as Division Director). Treatment at any specific lake will only be conducted upon request and written e-mail authorization from the Division Director or his designee.

However, because of the large number of lakes involved, recommendations for treatment from the lake management contractor are encouraged and welcome, especially if the contractor sees trends in the weather, especially temperature and rainfall, which signal the likelihood of weed growth or algal bloom.

At least 24 hours prior to conducting any treatment, the contractor shall advise the Division Director by e-mail of his treatment schedule. The Division Director may elect to have a County staff member present during some or all treatments.

Within 24 hours of completing any treatment, the contractor shall provide to the Division Director or his designee a Daily Activity Report that indicates the following:

- The lake that was treated;
- An estimate of the percentage of surface area covered by vegetation and the predominant species, prior to treatment;
- The date and time of treatment;
- The herbicide that was applied and the concentration at which it was applied;
- The plant species that was (were) targeted by the treatment;
- The percentage of lake surface area that was treated; and
- Recommendations, if any, for subsequent treatments.

Reports on the treatment of multiple lakes on any one date may be combined into one document. The report(s) may be submitted handwritten on a hard-copy or by e-mail. Requests for payment will be verified against these treatment reports.

MATERIALS:

The lake management contractor shall determine the appropriate herbicide or algaecide to be used at each location in order to achieve the control desired within the criteria established by these specifications. The contractor shall determine the concentration of chemical to be used and the percentage of waterbody to be treated, consistent with the instructions provided by the manufacturer of the product, current industry standards, and any NJDEP permit restrictions. Use of a particular product should not result in a restriction on fishing within that waterbody following treatment.

Herbicides to be used in this program could include, but is not limited to, Diquat, Sonar, or Rodeo. Algaecides which might be used include, but is not limited to, K-Tea, Cutrine, Copper Sulfate, or Aquazine.

LOCATIONS:

The Bidder is responsible for thoroughly familiarizing himself with the locations specified. The following list provides historical data on the size of each waterbody and the nuisance macrophytes for which each lake has often been treated. This list is not intended to be a complete list of all macrophytes that have been or could be present in any particular waterbody.

Warinanco Park Lake

Park: Warinanco Park, Roselle/Elizabeth
Surface area: 7.5 acres
Average depth: 4 feet
Common problems: Algae; primrose; coontail; pondweed

Warinanco Park Lagoon

Park: Warinanco Park, Roselle/Elizabeth
Surface area: 0.5 acre
Average depth: 3 feet
Common problems: Algae; primrose; duckweed

Lower Echo Lake

Park: Echo Lake Park, Mountainside/Westfield
Surface area: 8.4 acres
Average depth: 6 feet
Common problems: Algae; duckweed; coontail; pondweed

Middle Echo Lake

Park: Echo Lake Park, Mountainside/Westfield
Surface area: 1.2 acres
Average depth: 3 feet
Common problems: Algae; duckweed; coontail; pondweed; lilies

Upper Echo Lake

Park: Echo Lake Park, Mountainside/Westfield
Surface area: 9.6 acres
Average depth: 3 feet
Common problems: Algae; duckweed; coontail; pondweed; primrose

Cedar Brook Park Lake

Park: Cedar Brook Park, Plainfield
Surface area: 4.0 acres
Average depth: 4 feet
Common problems: Algae

Nomahegan Park Lake

Park: Nomahegan Park, Cranford
Surface area: 7.5 acres
Average depth: 4 feet
Common problems: Algae; duckweed; coontail; pondweed; milfoil; parrot feather

Union County College Pond

Location: Union County College campus, Cranford;
Surface area: 2.0 acres
Average depth: 2 feet
Common problems: Algae; duckweed; watermeal; parrot feather

Green Brook Park Pond

Park: Green Brook Park, Plainfield/North Plainfield
Surface area: 1.5 acres
Average depth: 4 feet
Common problems: Algae; Duckweed

Horseshoe Pond

Park: Green Brook Park, Plainfield/North Plainfield
Surface area: .3 acre
Average depth: 4 feet
Common problems: Algae; Duckweed

Rahway River Park Lake

Park: Rahway River Park, Rahway/Clark
Surface area: 6.0 acres
Average depth: 4 feet
Common problems: Algae; duckweed; coontail; parrot feather; spatterdock

Milton Lake

Park: Milton Lake Park, Rahway
Surface area: 8.0 acres
Average depth: 4 feet
Common problems: Algae; duckweed; coontail; parrot feather; pondweed; spatterdock

Meisel Pond

Park: Springfield Section (Meisel Avenue), Rahway River Parkway
Surface area: 1.2 acres
Average depth: 4 feet
Common problems: Algae; duckweed; watermeal

Shallcross Pond

Park: Black Brook Park, Kenilworth
Surface area: 1.4 acres
Average depth: 4 feet
Common problems: Algae; primrose

Briant Park Pond

Park: Briant Park, Summit/Springfield
Surface area: 4.0 acres
Average depth: 6 feet
Common problems: Algae; duckweed; naiad; elodea

Bloodgood's Pond

Park: Clark-Linden Section, Rahway River Parkway
Surface area: 18.0 acres
Average depth: 4 feet
Common problems: Primrose

Jackson's Pond

Park: Clark-Linden Section, Rahway River Parkway
Surface area: 13.0 acres
Average depth: 5 feet
Common problems: Algae; coontail; duckweed

Sperry Pond

Park: Cranford Section (Mohawk Drive), Rahway River Parkway
Surface area: 3.0 acres
Average depth: 4 feet
Common problems: Algae; coontail; duckweed; parrot feather

Lake Surprise

Park: Watchung Reservation, Mountainside/Summit
Surface area: 24.0 acres
Average depth: 4-20 feet
Common problems: Algae; coontail; spatterdock

CERTIFICATIONS:

The contractor selected to implement this lake management program must be listed with the New Jersey Department of Environmental Protection as a registered applicator of aquatic herbicides and algaecides. Supervisory personnel must currently possess the appropriate certification from the NJDEP.

PERMITS:

It will be the responsibility of the lake management contractor, after award of contract, to apply for and obtain, at his expense, all appropriate and necessary permits from the New Jersey Department of Environmental Protection or other agencies.

It will solely be the contractor's responsibility to submit the permit applications and ensure that permits have been issued prior to the initiation of any treatments. The cost of obtaining permits must be included in the contractor's bid which will be reimbursed by the County.

Additionally the lake management contractor shall comply in full with all of the requirements and/or conditions set forth in the permits, including the provision of public notice and the posting of signs. The contractor shall ensure that a copy of all permits is in the possession of his field staff during the time that they are in Union County making treatments.

CONTRACT PERIOD:

The period of the contract will start upon the execution of contract and end December 31, 2017.

PAYMENT:

Payment to Vendor is to be made within forty-five (45) days after the receipt of Vendor's invoice and a signed County voucher attesting to the delivery of the goods and services by some officer or duly designated employee of the using County entity and after approval of the appropriate Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity no more than once per month. Invoices must detail the lakes that were treated and the dates of treatment. Those treatments will be verified against the Daily Activity Reports. Payment will be based on the actual number of treatments requested, authorized and applied.

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

BID RESPONSE:

Interested contractors may submit bid prices on the attached forms. Other than permit fees, which are listed separately, prices bid for treatments shall be inclusive of all chemicals, other materials, labor and equipment required to make those treatments and achieve the desirable results.

An estimated number of treatments, both for aquatic plants and for algae, is indicated for each waterbody. Such numbers are provided only in order to allow for a fair comparison of bids between prospective bidders. The number of treatments shall be regarded as a "more or less" number. The actual number of treatments that will be requested by the County and performed by the lake management contractor during the 2016 calendar year are dependent on weather, water chemistry, and other factors.

OPEN END CONTRACT:

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE FOR AN OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET. SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID SHALL BE ZERO (0) AND MAXIMUM SHALL BE DOUBLE THE QUANTITY ESTIMATED FOR EACH ITEM.

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

HAVING CAREFULLY READ THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE SERVICES FOR LAKE MANAGEMENT FOR THE COUNTY OF UNION, DEPARTMENT OF PARKS & RECREATION, IN ACCORDANCE WITH THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

ALL QUANTITIES ARE ESTIMATES AND WILL BE REGARDED AS "MORE OR LESS" NUMBERS.

<u>ITEM#</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>SUB TOAL</u>
<u>Permits</u>				
1.	38 NJDEP permits	X	\$ _____	= \$ _____
<u>Warinanco Park Lake</u>				
2.	16 Herbicide treatments	X	\$ _____	= \$ _____
3.	16 Algaecide treatments	X	\$ _____	= \$ _____
<u>Warinanco Park Lagoon</u>				
4.	12 Herbicide treatments	X	\$ _____	= \$ _____
5.	12 Algaecide treatments	X	\$ _____	= \$ _____
<u>Lower Echo Lake</u>				
6.	12 Herbicide treatments	X	\$ _____	= \$ _____
7.	12 Algaecide treatments	X	\$ _____	= \$ _____
<u>Middle Echo Lake</u>				
8.	12 Herbicide treatments	X	\$ _____	= \$ _____
9.	8 Algaecide treatments	X	\$ _____	= \$ _____

NAME OF BIDDER: _____

<u>ITEM#</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>SUB TOAL</u>
<u>Upper Echo Lake</u>				
10.	12 Herbicide treatments	X	\$ _____	= \$ _____
11.	8 Algaecide treatments	X	\$ _____	= \$ _____
<u>Cedar Brook Park Lake</u>				
12.	8 Herbicide treatments	X	\$ _____	= \$ _____
13.	12 Algaecide treatments	X	\$ _____	= \$ _____
<u>Nomahegan Park Lake</u>				
14.	16 Herbicide treatments	X	\$ _____	= \$ _____
15.	16 Algaecide treatments	X	\$ _____	= \$ _____
<u>Union County College Pond</u>				
16.	12 Herbicide treatments	X	\$ _____	= \$ _____
17.	12 Algaecide treatments	X	\$ _____	= \$ _____
<u>Green Brook Park Pond</u>				
18.	12 Herbicide treatments	X	\$ _____	= \$ _____
19.	8 Algaecide treatments	X	\$ _____	= \$ _____
<u>Horseshoe Pond</u>				
20.	8 Herbicide treatments	X	\$ _____	= \$ _____
21.	12 Algaecide treatments	X	\$ _____	= \$ _____
<u>Rahway River Park Lake</u>				
22.	16 Herbicide treatments	X	\$ _____	= \$ _____
23.	12 Algaecide treatments	X	\$ _____	= \$ _____

NAME OF BIDDER: _____

<u>ITEM#</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>SUB TOAL</u>
<u>Milton Lake</u>				
24.	16 Herbicide treatments	X	\$ _____	= \$ _____
25.	8 Algaecide treatments	X	\$ _____	= \$ _____
<u>Meisel Pond</u>				
26.	8 Herbicide treatments	X	\$ _____	= \$ _____
27.	8 Algaecide treatments	X	\$ _____	= \$ _____
<u>Shallcross Pond</u>				
28.	8 Herbicide treatments	X	\$ _____	= \$ _____
29.	8 Algaecide treatments	X	\$ _____	= \$ _____
<u>Briant Park Pond</u>				
30.	12 Herbicide treatments	X	\$ _____	= \$ _____
31.	8 Algaecide treatments	X	\$ _____	= \$ _____
<u>Bloodgood's Pond</u>				
32.	16 Herbicide treatments	X	\$ _____	= \$ _____
33.	8 Algaecide treatments	X	\$ _____	= \$ _____
<u>Jackson's Pond</u>				
34.	16 Herbicide treatments	X	\$ _____	= \$ _____
35.	8 Algaecide treatments	X	\$ _____	= \$ _____
<u>Sperry Pond</u>				
36.	12 Herbicide treatments	X	\$ _____	= \$ _____
37.	8 Algaecide treatments	X	\$ _____	= \$ _____

NAME OF BIDDER: _____

<u>ITEM#</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>SUB TOAL</u>
<u>Lake Surprise</u>				
38.	12 Herbicide treatments	X	\$ _____	= \$ _____
39.	8 Algaecide treatments	X	\$ _____	= \$ _____
GRAND TOTAL \$ _____				(NOT TO EXCEED)

NAME OF BIDDER: _____

BIDDER SIGNATURE PAGE

Rev. 9/20/05

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

NAME OF BIDDER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: _____

FAX: _____

EMAIL: _____

BY: _____
SIGNATURE

DATE

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

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

BUSINESS REGISTRATION Mandatory Requirement

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

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

Proof of business registration shall be:

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRACE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION: 870-007-3623/000	SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE TRENTON, NJ 08611	ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01	<i>J.P. S. Trudy</i> Acting Director
FORM BRC(BR 44)	<small>This Certificate is not assignable or transferable. It must be completed in ink typed in above spaces.</small>

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112813533

ATTACH BRC HERE

STOCKHOLDER DISCLOSURE CERTIFICATION

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

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

CHECK ONE

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

OR

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

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- | | | |
|---------------------------------------------------|----------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

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

Date Incorporated: _____ **Where Incorporated:** _____

BUSINESS ADDRESS:

Street Address	City	State	Zip
Code			

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

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

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

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

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

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

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

(Notary Public) _____

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF _____

SS:

COUNTY OF _____

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

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

NAME OF CONTRACTOR

Sign Name Here

(Original signature only; stamped signature not accepted)

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

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:
1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

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

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

CONSENT OF SURETY

Rev. 5/13/02

_____ (Hereinafter called Surety), organized and existing under the laws of the State of _____ and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of American, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, herby certifies and agrees that if the contract for which the attached bid is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work or the supplying of certain materials, or both, as more particularly set forth in said bid and described for the purposes of this instrument as a bid for _____ to the **County of Union** and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance and will provide the Contractor with a bond in the amount of Twenty-Five Thousand Dollars (\$25,000).

NAME OF INSURANCE COMPANY

ADDRESS _____

SIGNATURE ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: Proof of authority of officers of Surety Company to execute this document must be submitted.

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

Solicitation Number: _____ Bidder/Offeror: _____

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

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

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

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

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

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

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

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

Full Name (Print) _____ Signature _____

Title _____ Date _____

CERTIFICATION

Supervisory personnel must hold current certification from the New Jersey Department of Environmental Protection.

Provide a list of personnel below and attach copies of their certificates.

NAME OF APPLICATOR	APPLICATOR'S NJDEP PCP/PGP LICENSE NUMBER

NEW JERSEY PESTICIDE BUSINESS LICENSE NUMBER: _____

NAME OF BIDDER: _____

EXPERIENCE AND EQUIPMENT STATEMENT

(To be completed and returned by Bidder)

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Phone #: _____

EXPERIENCE AND EQUIPMENT:

1. How many years has your organization been in business under your present business name: _____
2. What are the three (3) projects that are most similar in size and scope to the specified program that your organization has completed in the past 3 years? (Answer on the following pages)

PROJECT 1

Contract Amount: _____

For Whom: _____

Type & Size of Project: _____

Status of Project: _____

Date Completed: _____

Was project successfully completed, without arbitration or litigation? _____

If Not, Reason: _____

Reference: _____

(Name, Address & Phone Number)

NAME OF BIDDER: _____

EXPERIENCE AND EQUIPMENT STATEMENT - Continued

PROJECT 2

Contract Amount: _____

For Whom: _____

Type & Size of Project: _____

Status of Project: _____

Date Completed: _____

Was project successfully completed, without arbitration or litigation? _____

If Not, Reason: _____

Reference: _____

(Name, Address & Phone Number)

PROJECT 3

Contract Amount: _____

For Whom: _____

Type & Size of Project: _____

Status of Project: _____

Date Completed: _____

Was project successfully completed, without arbitration or litigation? _____

If Not, Reason: _____

Reference: _____

(Name, Address & Phone Number)

NAME OF BIDDER: _____

EXPERIENCE AND EQUIPMENT STATEMENT - Continued

3. Have you ever failed to complete any work awarded to you by a public entity? _____
If so, where and for whom? _____

4. What equipment do you currently own that will be used for the proposed work? (list name, make, model and year).

5. Do you have backup equipment in case of mechanical failure or breakdown for scheduled treatment dates?

NAME OF BIDDER: _____

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (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: _____