



COUNTY OF UNION
BID SUBMISSION CHECKLIST

BA# 46-2018 FENCING SYSTEMS

- _____ 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. Union County Cooperative Contract Purchasing System Extension Form
- _____ 11. Experience Statement
- _____ 12. Warranty

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 September 20, 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# 46-2018 - FENCING SYSTEMS

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.

SPECIFICATIONS

The purpose and intent of this public bid is to obtain for the County of Union a vendor who will be responsible for providing materials and installation of **FENCING SYSTEMS**. Systems consist of galvanized & vinyl coated chain link and wooden fencing of various sizes and shall include all necessary hardware, gates and double coil razor wire at various buildings owned or leased by the County. Contractor must have the required work force, equipment, abilities to supply materials, installation and repairs named herein, and any other additions made over the term of the contract.

Further, the intent of the ensuing contract shall be to accomplish repairs, major or minor, of the systems and installation of new systems on a small or large scale. If a need arises for a large-scale replacement or installation, it shall be up to the sole discretion of the County whether to use the contract resulting from this public bid or to bid the project separately. A change order, allowable under the open-ended nature of the ensuing contract, may be required to accomplish a large project.

I. QUALITY

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

II. WARRANTY

All materials and workmanship, including labor, parts, travel time and freight, shall be unconditionally guaranteed for a minimum of one (1) year beginning after the acceptance by the County. Manufacturer's warranty shall apply if greater.

III. TRANSITIONAL PERIOD

In the event that either the Contractor or The County of Union terminates by contract expiration or by voluntary termination services, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

IV. EXPERIENCE

Contractor shall have and assign workers to the County that possesses a minimum of three (3) years experience working on similar scope and size projects. Submit with the bid, references of at least three recent projects applicable to this application.

V. QUOTATIONS

Quotes for any substantial project shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of workers and their hours, intended use of apprentices or helpers, materials list, wholesale estimate of cost (with evidence of same if possible ((supplier quote))) and mark up, at applicable contract rates. Each call shall generate a separate invoice detailing the labor charge and the parts/materials as outlined above. All invoices are required to include the proper purchase order number, which can be obtained by contacting the appropriate department that requested the services. **NO WORK SHOULD EVER BE PERFORMED**

WITHOUT AN OPEN STANDING PURCHASE ORDER. Contractors who perform work without a corresponding purchase order may have to assimilate the unapproved costs at the discretion of the County.

VI. REQUEST FOR SERVICES

Due to the urgency of emergency service to the County jails, courthouse complexes, etc., the Contractor shall have the ability to respond to Emergency service calls with a **four (4) hour on-site response time**. Specifically, contractor shall respond with a call back within one (1) hour and be on site within three (3) additional hours. Three documented failures to comply shall be considered cause for termination of contract. Emergency service calls shall be defined as safety hazards that cannot await regular scheduling. Contractor shall respond to regular service calls by scheduling work to occur during regular work hours and within 48 hours of receipt of County purchase order number. Service contractor must sign a log book for each visit to a County of Union site, and must verify the site visit with a County representative. Request for services at any County building or facility shall be made by the following persons or an authorized representative:

Director of the Division of Facilities Management (908) 527-4240 or his designee.

Director of the Division of Parks Maintenance (908) 789- 6029 or his designee.

VII. REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any material contract requirements, the County may take steps to terminate the contract. In this event, the County may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed by contractor.

VIII. COMPLIANCE STANDARDS

Materials, equipment and installation shall comply with all current rules and regulations of all applicable Federal, State, County and Local laws, ordinances and regulations. All work shall be executed in a competent manner and shall present a neat and professional appearance when completed.

The State of New Jersey has decided that the Wage Determination for the Itemized Categories #1-#10 of this bid falls under several title(s): **LABORER-HEAVY & GENERAL**. The wage paid shall be in accordance with the published rate for journeyman for the respective trade. It is the responsibility of the successful bidder to provide appropriate wages for the work performed as per the New Jersey Wage Determination rates per jobs performed and to supply the employee payroll as proof of wages.

If and when the Wage Determination hourly rate is increased by the State, these specifications hereby declare that the wage of determination shall be considered a benchmark and if that benchmark is increased by the State, the contractor will have the ability to ask for an increase in the contracted hourly rate of this public bid in that exact same amount as the posted State increase and, if judged to be in the best interests of the County of Union, a new hourly contract rate will be allowed.

The County strives to perform projects during regular working hours, therefore the use of overtime and holiday hours shall be limited. Overtime and holiday pay shall be charged by the contractor in coordination with the rates found on the Wage Determination pages for the appropriate trade. Contractors may use the percentage of difference between the rates to adjust the hourly rate of the bid and charge the County accordingly.

IX. ACCESS TO COUNTY LOCATIONS

Contractor's staff must wear photo identification displaying the company name and employee name on their person when performing work at any County site. All personnel or agents or the contractor must observe all rules and regulations in effect at the site. Employees or agents of the contractor, while on County property, shall be subject to the control of the County, but under no circumstances shall persons be deemed to be employees or agents of the County.

X. USE OF THE SITE

The contractor shall confine his operations to those areas designated by the respective Department/Division heads or their Designees. 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.

XI. COORDINATION

The Contractor shall coordinate his work with the department/division head or his designee. All work shall be performed so that any interruption of the normal operations shall be minimized. The successful contractor shall provide cellular telephone numbers for managers, supervisors and technicians as requested by the Department head or maintenance supervisor.

The County of Union has existing service contracts for various trades, such as pipefitting. It would be a requirement of the successful bidder of this contract that he could work seamlessly with the other County contractors and/or County personnel if a repair project contained additional aspects to it other than the fencing system repair and maintenance.

XII. TERMS

CONTRACT PERIOD: A period of twenty-four (24) consecutive months upon the signing of the contract 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.

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 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 County does not and will not warrant or guarantee the amount of time and material work hours to be supplied / required in any given day, week, month or year or in the aggregate pursuant to any contractual agreement awarded under these bid specifications. Nothing contained in any of the bid documents shall be construed to guarantee or warrant any amount of work hours. The work hours set forth herein constitute either historic information or estimates of future needs and may not be indicative of the actual work hours to be experienced in the future.

The contractor shall be wholly responsible for any and all costs involved in the performance of the specified service, including, but not limited to: Travel expenses, cleanup materials, tools*, equipment*, and safety supplies.

- In the extraordinary event that a particular job needs a tool or piece of equipment outside the parameters of what a qualified contractor would have at his disposal, such as a crane or a specialized diagnostic tool, the contractor shall immediately notify the County employee in charge of the service. The County then may, according to its own best interest:
 1. Rent or buy the necessary tool or equipment on quotation from a third party.
 2. Instruct vendor to rent tool on the behalf of the County and pass along the charge AT COST to the County. The County shall preapprove the rental as being of fair market value. No mark-up shall be allowed in this instance.

Nothing herein shall entitle the successful bidder to any claim to an hourly price increase for lost profits or for any other compensation whatsoever in the event that the actual work hours supplied / required under this agreement are more or less than historical work hours or any projection of future work hours that may be contained herein.

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

XIII. OPEN ENDED CONTRACT

Please note that the ensuing contract is intended to be an open end contract as allowed under N.J.A.C. 5:30 et seq. and, in accordance with the rules, the minimum number set on the bid shall be zero (0) and the maximum shall be the quantity for each item.

XIV. ITEMIZED CATEGORIES - FURNISHED AND INSTALLED

1. **CHAIN LINK** – All framework are to include posts and top rail, fabricated from Sch.40 weight, 2" x 9 gauge fabric, galvanized steel. All posts are to be set 32" deep into ground with 3000 PSI concrete, crowned for run-off. Diameter of post hole to be 3 times the diameter of post. The terminal, end & gate posts per each hook-up are to include (1) less tension band than the height of fence; (1) brace band, (1) –1 5/8" steel cup, (1) pull bar and (1) dome cap. All bands are to be beveled and galvanized. Line posts are to have loop caps and corner, end & gate posts are to have corner bracing.
2. **VINYL COATED WIRE & POWDER COATED FRAME WORK** – All framework are to include posts and top rail, fabricated from Sch.40 weight, 2" x 9 gauge fabric, carbon steel. All posts are to be set 32" deep into ground with 3000 PSI concrete, crowned for run-off. Diameter of post hole to be 3 times the diameter of post. The terminal, end & gate posts per each hook-up are to include (1) less tension band than the height of fence; (1) brace band, (1) –1 5/8" steel cup, (1) pull bar and (1) dome cap. All bands are to be beveled and powder coated. Line posts are to have loop caps and corner, end & gate posts are to have corner bracing.
3. **GATES (Galvanized Steel)** – All gates are to be fabricated from 2" OD, Sch.40 weight, 2" x 9 gauge fabric, galvanized steel with cross bracing. Hardware to be industrial off-set hinges with ILD latches. Gates over 6' wide are to be installed with 4" SS 40 weight galvanized steel terminal posts.
4. **GATES (Vinyl Coated Wire)** – All gates are to be fabricated from 2" OD, Sch.40 weight, 2" x 9 gauge fabric, powder coated steel with cross bracing. Hardware to be industrial off-set hinges with ILD latches. Gates over 6' wide are to be installed with 4" SS 40 weight powder coated steel terminal posts.

5. **WOOD FENCING** – All fencing are to be fabricated from milled stockade, 3/4" thick x 8' wide sections. All posts are to be fabricated from 4" x 4" x 8' long CCA material. Posts are to be set 32" deep into ground with 3000 PSI concrete, crowned for run-off. Diameter of post hole to be 3 times the diameter of post.
6. **SPLIT RAIL FENCING** – "West Virginia Lap Rail" (or equal). All split rail fencing is to be fabricated from mixed hardwoods, consisting of half- round rails 11' (132") in length with tapered ends. All two- holed Line Posts are to be fabricated from Locust, 6' (72") in length, and the first of two 5" holes shall be 6" from the top of the post, while the second 5" hole shall be 22" below the top of the post. Post holes shall be set to a minimum overall depth of 2' 6" (30"), with an aboveground fence height of 42", or otherwise specified at the County's discretion. Each rail end shall overlap through the holes of the posts to make 10' 3" to 10' 6" post centers.
7. **WOOD GATES (Spruce)** – All wood gates are to be fabricated from milled stockade, 3/4" thick. Gates up to 5' high are to be provided with double drives and metal posts, with metal framework on back side of gate. Gates are to be provided with one (1) anchoring post per panel. All posts are to be fabricated from 4" x 4" CCA material. Posts are to be set 32" deep into ground with 3000 PSI concrete, crowned for run-off. Diameter of post hole to be 3 times the diameter of post.
8. **WOOD GATES (Cedar)** – All wood gates are to be fabricated from milled stockade, 3/4" thick. Gates up to 5' high are to be provided with double drives and metal posts, with metal framework on back side of gate. Gates are to be provided with one (1) anchoring post per panel. All posts are to be fabricated from 4" x 4" CCA material. Posts are to be set 32" deep into ground with 3000 PSI concrete, crowned for run-off. Diameter of post hole to be 3 times the diameter of post.
9. **TEMPORARY FENCING** – All fencing are to be fabricated from 1 3/8"OD x 12 gauge framework, 11 gauge fabric, galvanized steel. Fencing is to include all required stands and sand bags.
10. **RAZOR WIRE** – All razor wire are to be fabricated from 30" diameter double coil super maze, AISI 430 series stainless steel, 0.025" thick with a minimum Rockwell Hardness of (30N) 39, anchored to the ground or concrete block wall. Loops are to be spaced at 12" centers, joined by a five-clip system, with each loop containing barb clusters spaced at 4" on center. Each barb to contain four needles with an average length of 1.2" as measured from the center of the cluster.
11. **WOODEN SNOW FENCE** - 48" x 50' roll constructed of No. 1 aspen or spruce slats, 3/8" thick x 1-1/2" wide x 48" tall, woven with four or five double-strands of 13-gauge galvanized wire. The slats shall be spaced at 2-1/2" intervals, +/- 1/2". The slats shall be either untreated or stained with a red iron oxide finish. **MATERIALS ONLY: NO INSTALLATION. DELIVERY COSTS TO BE INCLUDED IN PRICE**
12. **PLASTIC BARRIER/ SAFETY FENCE** – "Tenax Sentry Safety Fence" (or equivalent). 48" X 50' roll of high-density polyethylene in a 1-1/2" diamond mesh structure with smooth/ finished top and bottom edges that is ultraviolet-stabilized for a minimum of two years 2 years. Color: high-visibility orange. **MATERIALS ONLY: NO INSTALLATION. DELIVERY COSTS TO BE INCLUDED IN PRICE**

13. STEEL FENCE POST- TYPE T, STUDDED – Rust- resistant enamel paint Green studded T- Post measuring approximately 1.4" thick x 3" wide, available in both 60" and 72" heights, with a weight of 1.25 pounds per foot. **MATERIALS ONLY: NO INSTALLATION. DELIVERY COSTS TO BE INCLUDED IN PRICE**

XV. ITEMIZED CATEGORIES, PARTS ONLY

The County estimates spending \$20,000.00 for parts and installation materials (excluding mark-up) listed in Section XIV above (Items 1- 13), as well as miscellaneous and replacement parts, including, but not limited to: rails, posts, end caps, assorted hardware, et al, for the procurement of materials only, excluding the Vendor's installation costs, throughout the term of the contract. Parts/Materials Prices: All materials shall be invoiced at actual wholesale cost plus a percentage (%) markup. Copies of the supplier's invoices billed to the Vendor reflecting actual costs shall accompany each invoice to the County. The Vendor shall maintain an adequate inventory of applicable supplies, spare parts and replacement equipment at the Vendor's place of business, so that parts and materials can be procured by the County at once with a minimum of lead time.

XVI. INSTRUCTIONS FOR ITEM #14 ON BID FORM PAGE

For the purpose of this Bid: assume repair parts and materials estimate in Section XV of \$20,000.00. Calculate percentage of MARK-UP charges on wholesale cost of repair parts by multiplying \$20,000.00 by your proposed markup %, add that product to \$20,000.00 and put that sum on the appropriate line of the bid form page.

E.g. \$1,000 X 1% = \$10. Adding that to \$1,000 would give you a sum of \$1,010

NOTE: IN THE BEST INTERESTS OF THE COUNTY NO MARK-UP SHALL BE ACCEPTED OVER 15%

REPAIR SECTION

1. DESCRIPTION

In addition to preceding specifications for the installation of new fencing systems, the contractor shall be expected to perform any and all necessary repairs to existing county fencing systems.

Estimated hours and parts are enumerated on the bid form page. All repairs will follow all the guidelines and requirements of the installation specifications unless duly noted otherwise.

2. HOURLY ESTIMATE OF REPAIR WORK

For bid purposes only, 240 hours of total labor are shown as an estimate 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 hourly rate bid shall not be adjusted up or down to correspond with any variance of the three specified wage determinations.

3. FURNISHING REPAIR PARTS

The Contractor shall advise the County of any parts and/or materials required to perform the requested repairs. The County shall furnish all parts and/or materials required unless the Contractor is requested to furnish them. Where directed to furnish parts and/or material, the Contractor shall submit a cost estimate to the County for budgetary purposes. The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency. Materials, equipment and installation shall comply with all current rules and regulations of all applicable Federal, State, County and Local Laws, ordinances and regulations. All work shall be executed in a workmanlike manner and shall present a neat and professional appearance when completed.

4. PAYMENT FOR REPAIR PARTS

All materials shall be invoiced at actual wholesale cost plus a percentage (%) markup derived from the amount on the bid form page. Copies of the contractor's own purchase invoices reflecting actual costs shall accompany each invoice to the County clearly marked by the supplier: "Wholesale Pricing". If taken from contractor stock, other proof of wholesale pricing should be provided.

BID FORM PAGE

(Page 1 of 11)

Having carefully read the proposal, specifications and instructions to bidders the undersigned hereby agrees to provide all materials and install various **FENCING SYSTEMS** for all County owned and leased properties in accordance with the specifications.

CONTRACT SHALL BE AWARDED TO THE RESPONSIBLE BIDDER WITH THE LOWEST GRAND TOTAL. BIDDERS MUST BID ON ALL ITEMS.

All estimates are to be considered "more or less".

MATERIAL UNIT PRICES SHALL INCLUDE ALL PARTS, DELIVERY AND INSTALLATION AS PER THE SPECIFICATIONS.

<u>Item#1</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
CHAIN LINK					
1a-	4' High Galvanized Wire with 2" Line Posts - End, Corner & Gate Posts 2 1/2" OD - Top Rail 1 5/8"	300 LF	X	\$ _____ PER LF	= \$ _____
1b-	5' High Galvanized Wire with 2" Line Posts - End, Corner & Gate Posts 2 1/2" OD - Top Rail 1 5/8"	300 LF	X	\$ _____ PER LF	= \$ _____
1c-	6' High Galvanized Wire with 2" Line Posts - End, Corner & Gate Posts 2 1/2" OD - Top Rail 1 5/8"	300 LF	X	\$ _____ PER LF	= \$ _____
1d-	8' High Galvanized Wire with 2" Line Posts - End, Corner & Gate Posts 3" OD - Top Rail 1 5/8"	300 LF	X	\$ _____ PER LF	= \$ _____
1e-	Bottom Rail For Items 1a-1d	300 LF	X	\$ _____ PER LF	= \$ _____
1f-	Bottom Wire For Items 1a-1d	300 LF	X	\$ _____ PER LF	= \$ _____

NAME OF BIDDER _____

BID FORM PAGE

(Page 2 of 11)

MATERIAL UNIT PRICES SHALL INCLUDE ALL PARTS, DELIVERY AND INSTALLATION AS PER THE SPECIFICATIONS.

<u>Item#2</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
2a-	4' Vinyl Coated Wire with 2" Line Posts - End, Corner & Gate Posts 2 1/2" OD - Top Rail 1 5/8"	300 LF	X	\$ _____ PER LF	= \$ _____
2b-	5' Vinyl Coated Wire with 2" Line Posts - End, Corner & Gate Posts 2 1/2" OD - Top Rail 1 5/8"	300 LF	X	\$ _____ PER LF	= \$ _____
2c-	6' Vinyl Coated Wire with 2" Line Posts - End, Corner & Gate Posts 2 1/2" OD - Top Rail 1 5/8"	300 LF	X	\$ _____ PER LF	= \$ _____
2d-	8' Vinyl Coated Wire with 2" Line Posts - End, Corner & Gate Posts 3" OD - Top Rail 1 5/8"	300 LF	X	\$ _____ PER LF	= \$ _____
2e-	Bottom Rail For Items 2a-2d	300 LF	X	\$ _____ PER LF	= \$ _____
2f-	Bottom Wire For Items 2a-2d	300 LF	X	\$ _____ PER LF	= \$ _____

NAME OF BIDDER _____

BID FORM PAGE

(Page 3 of 11)

MATERIAL UNIT PRICES SHALL INCLUDE ALL PARTS, DELIVERY AND INSTALLATION AS PER THE SPECIFICATIONS.

<u>Item#3</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
GATES-S					
3a-	4' High up to 6' Wide	4 EA	X	\$ _____ EACH	= \$ _____
3b-	5' High up to 6' Wide	4 EA	X	\$ _____ EACH	= \$ _____
3c-	6' High up to 6' Wide	4 EA	X	\$ _____ EACH	= \$ _____
3d-	4' High over 6' Wide up to 8' Wide	4 EA	X	\$ _____ EACH	= \$ _____
3e-	5' High over 6' Wide up to 8' Wide	4 EA	X	\$ _____ EACH	= \$ _____
3f-	6' High over 6' Wide up to 8' Wide	4 EA	X	\$ _____ EACH	= \$ _____

NAME OF BIDDER _____

BID FORM PAGE

(Page 4 of 11)

MATERIAL UNIT PRICES SHALL INCLUDE ALL PARTS, DELIVERY AND INSTALLATION AS PER THE SPECIFICATIONS.

<u>Item#4</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
GATES-V					
4a-	4' High up to 6' Wide	4 EA	X	\$ _____ EACH	= \$ _____
4b-	5' High up to 6' Wide	4 EA	X	\$ _____ EACH	= \$ _____
4c-	6' High up to 6' Wide	4 EA	X	\$ _____ EACH	= \$ _____
4d-	4' High over 6' Wide up to 8' Wide	4 EA	X	\$ _____ EACH	= \$ _____
4e-	5' High over 6' Wide up to 8' Wide	4 EA	X	\$ _____ EACH	= \$ _____
4f-	6' High over 6' Wide up to 8' Wide	4 EA	X	\$ _____ EACH	= \$ _____

NAME OF BIDDER _____

BID FORM PAGE
(Page 5 of 11)

MATERIAL UNIT PRICES SHALL INCLUDE ALL PARTS, DELIVERY AND INSTALLATION AS PER THE SPECIFICATIONS.

<u>Item#5</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
WOOD FENCING					
5a-	4' High, Spruce	300 LF	X	\$ _____ PER LF	= \$ _____
5b-	4' High, Cedar	300 LF	X	\$ _____ PER LF	= \$ _____
5c-	5' High, Spruce	300 LF	X	\$ _____ PER LF	= \$ _____
5d-	5' High, Cedar	300 LF	X	\$ _____ PER LF	= \$ _____
5e-	6' High, Spruce	300 LF	X	\$ _____ PER LF	= \$ _____
5f-	6' High, Cedar	300 LF	X	\$ _____ PER LF	= \$ _____

NAME OF BIDDER _____

BID FORM PAGE

(Page 6 of 11)

MATERIAL UNIT PRICES SHALL INCLUDE ALL PARTS, DELIVERY AND INSTALLATION AS PER THE SPECIFICATIONS.

<u>Item#6</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
WOOD SPLIT RAIL FENCE					
6a-	Half-Round Rail System with Two-Holed Line Posts	800 LF	X	\$ _____ PER LF	= \$ _____

NAME OF BIDDER _____

BID FORM PAGE

(Page 7 of 11)

MATERIAL UNIT PRICES SHALL INCLUDE ALL PARTS, DELIVERY AND INSTALLATION AS PER THE SPECIFICATIONS.

<u>Item#7</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
WOOD GATES-S					
7a-	4' High up to 6' Wide	4 EA	X	\$ _____ EACH	= \$ _____
7b-	5' High up to 6' Wide	4 EA	X	\$ _____ EACH	= \$ _____
7c-	6' High up to 6' Wide	4 EA	X	\$ _____ EACH	= \$ _____
7d-	4' High over 6' Wide up to 8' Wide	4 EA	X	\$ _____ EACH	= \$ _____
7e-	5' High over 6' Wide up to 8' Wide	4 EA	X	\$ _____ EACH	= \$ _____
7f-	6' High over 6' Wide up to 8' Wide	4 EA	X	\$ _____ EACH	= \$ _____

NAME OF BIDDER _____

BID FORM PAGE

(Page 8 of 11)

MATERIAL UNIT PRICES SHALL INCLUDE ALL PARTS, DELIVERY AND INSTALLATION AS PER THE SPECIFICATIONS.

<u>Item#8</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
WOOD GATES-C					
8a-	4' High up to 6' Wide	4 EA	X	\$ _____ EACH	= \$ _____
8b-	5' High up to 6' Wide	4 EA	X	\$ _____ EACH	= \$ _____
8c-	6' High up to 6' Wide	4 EA	X	\$ _____ EACH	= \$ _____
8d-	4' High over 6' Wide up to 8' Wide	4 EA	X	\$ _____ EACH	= \$ _____
8e-	5' High over 6' Wide up to 8' Wide	4 EA	X	\$ _____ EACH	= \$ _____
8f-	6' High over 6' Wide up to 8' Wide	4 EA	X	\$ _____ EACH	= \$ _____

NAME OF BIDDER _____

BID FORM PAGE

(Page 9 of 11)

MATERIAL UNIT PRICES SHALL INCLUDE ALL PARTS, DELIVERY AND INSTALLATION AS PER THE SPECIFICATIONS.

<u>Item#9</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
TEMP FENCE					
9a-	8' High x 10' Wide Panel	500 LF	X	\$ _____ MONTHLY COST PER LF	= \$ _____
9b-	8' High x 10' Wide Gate	3 EA	X	\$ _____ MONTHLY COST PER EACH	= \$ _____

<u>Item#10</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
WIRE					
10-	Razor Wire	500 LF	X	\$ _____ PER LF	= \$ _____

MATERIAL UNIT PRICE, ITEMIZED CATEGORIES, PARTS & DELIVERY ONLY

<u>Item#11</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
11-	Wooden Snow Fence	80 rolls	X	\$ _____ PER ROLL	= \$ _____
<u>Item#12</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
12-	Plastic Barrier Fence	80 rolls	X	\$ _____ PER ROLL	= \$ _____

CHECK HERE: If supplying exact BRAND and PRODUCT # specified

CHECK HERE: If supplying equivalent product: Brand: _____

Product #: _____

<u>Item#13</u>	<u>Description</u>	<u>Est. Quantity</u> (more or less)		<u>Unit Price</u>	<u>Sub-Total</u> (not to exceed)
13a-	60" T- Post	200	X	\$ _____ EACH	= \$ _____
13b-	72" T- Post	200	X	\$ _____ EACH	= \$ _____

NAME OF BIDDER _____

BID FORM PAGE
(Page 10 of 11)

14 ITEMIZED CATEGORIES, PARTS ONLY MARK- UP (See Section XV)

(\$20,000.00 x _____ %) + \$20,000.00 = \$ _____
 Mark up* (See Section XV)

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

REPAIR SECTION

15a HOURLY LABOR RATE (TIME & MATERIAL REPAIR WORK ONLY)

<u>Item#</u>	<u>Description</u>		<u>Unit Price</u>		<u>Sub-Total</u> (not to exceed)
15a-	<u>160 Hours</u> Estimated Regular Work Hours (24 Months)	X	\$ _____ Hourly Rate	=	\$ _____

15b OVERTIME HOURLY LABOR RATE (TIME & MATERIAL REPAIR WORK ONLY)

<u>Item#</u>	<u>Description</u>		<u>Unit Price</u>		<u>Sub-Total</u> (not to exceed)
15b-	<u>80 Hours</u> Estimated Overtime Work Hours (24 Months)	X	\$ _____ Hourly Rate	=	\$ _____

15c MATERIAL MARK-UP (TIME & MATERIAL REPAIR WORK ONLY)

<u>Item#</u>	<u>Description</u>		<u>Unit Price</u>		<u>Sub-Total</u> (not to exceed)
15c-	(\$10,000.00 x _____ %) Mark-up*	+	\$10,000.00 (See Repair Section, Paragraph 4)	=	\$ _____

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

GRAND TOTAL PRICE \$ _____
 (Add Items # 1-8a through 1-8f, 9a, 9b, 10-12, 13a, 13b, 14, 15a, 15b, 15c) **NOT TO EXCEED**

NAME OF BIDDER _____

BID FORM PAGE

(Page 11 of 11)

THE PERIOD OF THE CONTRACT SHALL BE FOR (24) TWENTY-FOUR CONSECUTIVE MONTHS WITH PROVISION FOR (1) ONE (24) TWENTY-FOUR 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 SUBJECT TO THE AVAILABILITY AND APPROPRIATION ANNUALLY OF SUFFICIENT FUNDS BY THE COUNTY OF UNION PURSUANT TO N.J.S.A. 40A:11-15.

NAME OF BIDDER _____

**EXTENSION FORM FOR UNION COUNTY
COOPERATIVE CONTRACT PURCHASING SYSTEM**

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF UNION:

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

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

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

Initial

NAME OF BIDDER _____

EXPERIENCE STATEMENT

County of Union, Elizabeth, NJ

Contractor to have and assign mechanics to the County that possesses a minimum of three (3) years experience working on similar scope and size projects. Submit with the bid, references of at least three recent projects applicable to this application.

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

Witness

Date

Name of Company

Address

By: _____
Title

WARRANTY

Describe below or attach warranty information.

NAME OF BIDDER: _____

BIDDER SIGNATURE PAGE

Rev. 3/27/12

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 1000 2ND FLOOR S. J. HILLMAN
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION: 070-007-302/300	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 02/14/04	
EFFECTIVE DATE: 09/01/01	<i>John S. Tully</i> Agent/Owner	
FORM BRC(09-01)	This Certificate is NOT valid unless it is attached to the application for which it was issued.	



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:
20041014112832633

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 1
CERTIFICATION
VENDOR/BIDDER MUST COMPLETE PART 1 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</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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

NAME OF BIDDER: _____

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	60%	70%	80%	90%						
Benefit	20.28	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

Craft: Laborer - Heavy & General

COMMENTS/NOTES

As of 3-1-19, benefits shall be \$21.03.
As of 3-1-20, benefits shall be \$21.78.

Heavy & General Laborer rates are located in the "Statewide" rate package.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date : 02/28/2021**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	09/01/2018		03/01/2019	03/01/2020
Rate	Fringe	Total	Total	Total
40.00	30.28	70.28	73.03	75.53

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer, flagman, salamander tender, pitman; dumpman; rakers or tampers on cold patch work, wrappers or coaters of pipe, waterproofer, timberman, wagon drill or drill master helper; powder carrier, magazine tender, signal man, power buggy operator, tree cutter; operator of basic power tools

Effective Dates:

	09/01/2018		03/01/2019	03/01/2020
Rate	Fringe	Total	Total	Total
40.70	30.28	70.98	73.73	76.23

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning, wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - NORTH Rates Expiration Date : 02/28/2021

Effective Dates:

09/01/2018			03/01/2019	03/01/2020
Rate	Fringe	Total	Total	Total
40.95	30.28	71.23	73.98	76.48

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

09/01/2018			03/01/2019	03/01/2020
Rate	Fringe	Total	Total	Total
44.50	30.28	74.78	77.53	80.03

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

09/01/2018			03/01/2019	03/01/2020
Rate	Fringe	Total	Total	Total
42.25	30.28	72.53	75.28	77.78

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

09/01/2018			03/01/2019	03/01/2020
Rate	Fringe	Total	Total	Total
43.25	30.28	73.53	76.28	78.78

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate