

COUNTY OF UNION
BID SUBMISSION CHECKLIST

UCCP# 33-2021 TREES

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – *follow instructions and fill out completely*
- _____ 3. Statement of Ownership Disclosure (2 pages) – *fill out completely 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 Pricing Extension Form
- _____ 11. Experience Statement
- _____ 12. Equipment Statement

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

NAME OF BIDDER: _____ DATE: _____

COUNTY OF UNION

Notice To Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or her designee on **August 3, 2021**, at **11:30 a.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

TREES - UCCP# 33-2021

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.

***Public access to the County of Union Administration Building is currently restricted during the statewide public health emergency. Accordingly there will not be an in-person public opening but instead will be conducted live and streamed via the County of Union live streaming platform which will feature both audio and video capabilities. A link will be provided on the day of the opening at <https://ucnj.org/>.

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

***Entire bid packages received will be scanned and available for public inspection on the portal, <http://ucnj.org/itb>, as they would be available for public inspection after an in-person bid opening. Bidders are reminded to review their submissions for any information they consider to be confidential. The County will not be responsible for the release of any information contained in the bid package which may be subject to confidentiality.

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/itb> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michelle Hagopian, Assistant Director of Purchasing.

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

GENERAL SPECIFICATIONS

Revised 1/4/2021
Commodities

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 on the date and time and in the room noted on the sheet marked "Notice to Bidders".

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

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

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

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

Alternate bids will not be accepted unless specifically requested.

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

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

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

2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount

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

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

3. QUALIFICATION OF BIDDERS

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

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

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

4. RESERVATIONS

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

5. AWARD AND EXECUTION OF CONTRACTS

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

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

6. BRAND NAMES

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

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

7. PATENT CLAIMS

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

8. PREFERENCE FOR DOMESTIC PRODUCTS

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

9. INSURANCE REQUIREMENTS

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 County Commissioners, 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 County Commissioners, 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.

10. INDEMNIFICATION REQUIREMENTS

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

11. NON-DISCRIMINATION

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

12. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

13. INVESTMENT ACTIVITIES WITH IRAN

Pursuant to P.L. 2012, c.25, codified as N.J.S.A. 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.

14. 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.

15. 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.

16. RIGHT TO KNOW ACT

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement – Effective 1/18/2010

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

FOR COUNTY OF UNION COOPERATIVE PRICING SYSTEM BIDS

NOTICE TO BIDDERS

The purpose and intend of this public bid is the acquisition for the County of Union of a reputable and experienced vendor who can furnish, deliver and install TREES at various locations in Union County as per the following specifications.

In addition, please be advised that the work, materials or supplies requested in the specifications are being obtained through the County of Union cooperative pricing system approved and registered with the State of New Jersey. (State of N.J. Identifier#: 8-UCCP) The County of Union is the Lead Agency in the System and there are a number of municipalities participating in this contract. The identity of each municipality and their respective estimated quantities are listed elsewhere in these specifications.

The cooperative pricing system is a straightforward arrangement. The County of Union advertises for and received bids for itself and on behalf of all participating contracting units. Following the receipt of bids, the County of Union reviews said bids and either rejects all bids or makes an award to the lowest responsible and responsive bidder. This award shall result in the County of Union entering into a master contract with the successful bidder providing for two categories of purchases:

(A) Any quantities ordered for the County of Union's own needs, and

(B) The estimated aggregate quantities which may be ordered by the other participating Contracting units by their separate contracts, subject to the specifications and prices set forth in the County of Union overall master contract. The County of Union shall enter into a formal written contract, when required by law, directly with the successful bidder only after it has certified the funds available for its own needs.

Each participating contracting unit, if it orders the quantities estimated for it, shall also certify the funds available only for its own needs: meet any and all statutory requirements of the Local Public Contract Law & Rules; issue purchase orders marked appropriately as members of the cooperative in its own name directly to successful bidder; accept its own deliveries; be invoiced by and receive statements from the successful bidder; make payment directly to the successful bidder, and be responsible for any tax liability.

No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit.

SECTION 1
COUNTY OF UNION
PUBLIC WORKS

Various calipers and heights are specified

<u>QUANTITY</u>	<u>SPECIES</u>
62	Acer Rubrum (Red Maple) 3-3.5" caliper
62	Cercis Mexicano (Mexican Redbud) 6-8'
62	Gleditsia Tricanthos "Shademaster" (Thornless Honeylocust) 6-8'
62	Pyrus Kawakamii (Evergreen Pear) 6-8'
62	Quercus Macrocarpe (Bur Oak) 6-8'

**SECTION 2
CO-OP MEMBERS**

CLARK (908)358-4249	Acer Rubrum (RED MAPLE)	10
	Cercis Mexicano (Mexican Redbud)	10
	Quercus Macrocarpe (Bur Oak)	5
DOVER (973)366-2203	Acer Rubrum (Red Maple)	5
	Cercis Mexicano (Mexican Redbud)	5
	Gleditsia Tricanthos "Shademaster" (Thornless Honeylocust)	5
	Pyrus Kawakamii (Evergreen Pear)	5
	Quercus Macrocarpe (Bur Oak)	5
ELIZABETH (908)820-4100	Little Leaf Linden – 2-2.5" caliper/10/12'	150
	With/OPTION "A" – Root Guard	
FANWOOD (908)322-8236 (x121)	Cercis Mexicano (Mexican Redbud)	4
	Quercus Macrocarpe (Bur Oak)	1
PASSIAC COUNTY (973)247-3300	Acer Rubrum (RED MAPLE)	5
	Quercus Macrocarpe (Bur Oak)	2
RAHWAY (732)827-2060	Acer Rubrum (RED MAPLE)	15
	Cercis Mexicano (Mexican Redbud)	15
SCOTCH PLAINS (908)322-6700 (x244)	Acer Rubrum (RED MAPLE)	15

ANNUAL TREE PLANTING SPECIFICATIONS

1.0 GENERAL CONDITIONS

1.1 Scope of Work

- A. The landscape contractor will provide all materials, labor and equipment to complete all landscape work as describe in the specifications.
- B. **FALL PLANTING** – The project will commence as soon as ground conditions warrant, but no earlier than October 12 and is to be completed no later than December 12.
- C. The sequence of the project will be that all roadway plantings be addressed first followed by the planting of trees in the general parks.
- D. Planting location of the trees will be the responsibility of the owner. The landscape contractor will coordinate with the owner’s representative prior to planting.

1.2 Standards

- A. All plant material will conform to the current issue of the American Standard for Nursery Stock published by the American Association of Nurserymen.
- B. Plant material must be selected from nurseries that have been inspected and certified by state plant inspectors.
- C. Collected material may be used only when approved by owner’s representative.
- D. Nomenclature will be in accordance with Hortus III by L.H. Bailey.

1.3 Submittals

When requested by the owner or owner’s representative, samples of all materials other than plants will be submitted to the owner’s designated representative for approval.

1.4 Approvals

All approvals will be in writing.

1.5 Substitution: Pre-Bid

- A. It is the landscape contractor’s responsibility to make every reasonable effort to find the material specified. The landscape contractor is responsible for qualifying his/her proposal to document any plant suitability or availability problems.
- B. The landscape contractor may offer substitutions to the owner for his/her consideration.
- C. The landscape contractor will notify the owner if there are known diseases or insect resistant species that can be substituted for a selected pest-prone plant.

- D. The contractor will submit a base bid as per plan plus price clarifications for all recommended substitutions.

1.6 Substitution: Post-Bid

- A. If a substitute is selected, it must be approved by the owner's representative prior to award of contract.
- B. It is the intent to eliminate post-bid substitutions. However, in the event that the contract material has become unavailable, an appropriate substitution must be approved by the owner's representative.

1.7 Utilities and Underground Features

- A. The landscape contractor will notify utility companies (800 272-1000) 72 hours in advance of construction to locate utilities, wherever necessary.
- B. Private utilities, including communication lines, etc., will be located by the owner.
- C. If there is a conflict with the utilities and the planting, the owner will be responsible for alternate location prior to the planting process. Any cost due to relocating after planting will be borne by the owner.

1.8 Concealed Contingencies

The correction of undisclosed subsurface conditions such as rock, roots, stumps, water, clay pan, soils contaminated with toxic substances or other obstacles encountered in excavation work, which are not apparent at the time of estimating, will result in additional costs to the owner. Upon discovery of undisclosed conditions, the landscape contractor will notify the owner, for written approval, before corrective measures are taken.

1.9 Workmanship

- A. During delivery and installation, the landscape contractor will perform in a workmanlike manner, coordinating activities so as not to interfere unduly with the work of other trades and leaving work areas clean of litter and debris at the close of each workday.
- B. During planting, all areas will be kept neat and clean, and precautions will be taken to avoid damage to existing plants, large trees, turf and structures. Where existing trees are to be preserved, additional precautions should be taken to avoid unnecessary accumulation of excavated materials, soil compaction or root damage.
- C. Upon completion, all debris and waste material resulting from planting operations will be removed from the project and the area cleaned.
- D. Any damaged areas caused by the landscape contractor will be restored to their original condition.

1.10 Water

All trees are to be watered proportionately upon the completion of installation.

1.11 Inspection and Acceptance

- A. Inspection: A verification of performance for work by contract documents, to be conducted by the owner's representative on site and in the presence of the landscape contractor for the purpose of acceptance. During inspection for initial acceptance, the landscape contractor should have an acceptance form to be signed by the owner or owner's representative.
- B. Initial Acceptance: Acceptance can be on partially completed work under the contract, if approved by the owner. If, for reasons beyond the landscape contractor's control, work has stopped, inspection will be made on partially completed work. Warranty will begin after landscape inspection and acceptance.
- C. There will be a one year maintenance program after the initial inspection and acceptance as described elsewhere in the technical specifications. The landscape contractor should periodically inspect the site during the warranty period and notify the owner when inspections are performed.
- D. Final inspection and Acceptance: The landscape contractor will conduct a final inspection with the owner or owner's representative at the end of the one year period.

1.12 Warranty

- A. All plants will be alive and will show satisfactory growth at the end of the guarantee period, which will be 12 months from the date of the planting. The County and the members will have access to the vendor's records as to when each set of trees was planted.
- B. Any material that is 25% dead or more will be considered dead and must be replaced at no charge. A tree will be considered dead when the main leader has died back, or 25% of crown is dead.
- C. The determination will be made by an owner's representative experienced in Horticulture or Forestry.

1.13 Replacements and Conditions

- A. Replacement will be made during the following planting period unless the landscape contractor agrees to an earlier date.

Fall: October 6 – December 12

The landscape contractor will be responsible for a one-time replacement only.

- B. Replacement will be of the same type, size and quality as original species unless otherwise negotiated.
- C. The landscape contractor will not be responsible for plant material that has been damaged by vandalism, fire, removal, relocation, wildlife, theft, improper maintenance or other activities beyond the landscape contractor's control.
- D. Plant losses due to abnormal weather conditions such as floods, excessive wind damage, drought, severe freezing or abnormal rains will in no way be the responsibility of the landscape contractor.

2.0 PLANT MATERIALS

2.1 Scope of Work

The landscape contractor will be responsible for furnishing and installing all plant material shown on the plant list, as submitted with the contract. The landscape contractor will have investigated the sources of supply and satisfied himself/herself that he/she can supply all the plants specified on the drawings in the size, variety and quality noted before submitting the bid. Failure to take this precaution will not relieve the successful bidder from the responsibility for furnishing and installing all the plant material in strict accordance with the contract requirements and without additional expense to the owner. On the other hand, if proof is submitted that any plant specified is not obtainable, a proposal will be considered for use of nearest equivalent size or variety with an equitable adjustment of contract price. Such proof will be substantiated and submitted in writing to the owner.

2.2 Standards

- A. Plants will be in accordance with the current American Association of Nurserymen's Standards and conform in general to representative species.
- B. Balled and burlapped (B&B).
 - 1. Balled and burlapped plants will be dug with firm root balls free of noxious weeds. Landscape contractor will apply a non-selective herbicide prior to application of mulch if weeds are present. There should be no excess soil on top of the root ball or around the trunk.
 - 2. Ball sizes will be in accordance with American Association of Nurseryman Standards.
 - 3. Caliper and Height Measurement: In size grading B&B single-trunk trees, caliper will take precedence over height. Caliper of the trunk will be taken 6" above the ground level (up to and including 4" caliper size) and 12" above the ground level for larger trees. For multiple-trunk trees, height measurement will take precedence over caliper.
- C. All plant material will be nursery-grown unless otherwise specified. Pruning will be done as per specifications. (See Section 4.3 K).
- D. All plant material in transit will be covered to keep material from drying out. The covering will comply with state and local laws pertaining to the transport of materials.

2.3 Inspection

- A. Plants may be subjected to inspection and approval by the owner or owner's representative at the place of growth or holding yard for conformity to specification requirements as to quality, size and variety. It is the landscape contractor's responsibility to know his/her sources.
- B. Plants damaged in handling or transportation may be rejected by the owner or owner's representative prior to installation.
- C. State nursery inspection certificates will be furnished to the owner upon delivery.

3.0 PRODUCTS

3.1 Organic Matter

- A. If conditions warrant, the inclusion of additional organic matter will be determined by the landscape contractor. The owner will be notified of the type and location where it will be used.
- B. Mycor Tree Saver (soil enhancer) or equivalent to be included.

3.2 Topsoil

- A. Topsoil will be inspected by the owner's representative prior to use.
- B. If acceptance of topsoil is questionable, a further inspection of the topsoil source will be an option of the owner.
- C. It will be free of stones, lumps, plants, roots and other debris over 1 ½". Topsoil must also be free of plants or plant parts of Bermudagrass, quackgrass, Johnsongrass, mugwort, nutsedge, poison ivy, Canadian thistle or others as specified.
- D. It will not contain toxic substances harmful to plant growth, i.e. pesticide residues.

3.3 Backfill Mixture

Backfill mixture of existing soil and topsoil will be a minimum of 3 to 1 or adjusted at the discretion of the landscape contractor.

3.4 Mulch

- A. Material will be composted, shredded hardwood bark, pine bark with less than 10% sapwood, dark brown in color, or approved equal.
- B. Material will be uniform in size and free of foreign matter.

4.0 PLANTING PROCEDURE FOR TREES

4.1 Preparing Tree Pit

- A. Walls of tree pit will be dug so that they are vertical or sloping outward in heavy soils, and scarified.
- B. The tree pit must be a minimum of 9" larger on every side than the ball of the tree.
- C. The tree pit will be deep enough to allow top of the ball to be even with the existing grade. Plants will rest on undisturbed existing soil or well-compacted backfill.

4.2 Placing Tree in Pit

- A. Place the tree in the pit carrying the ball and then lowering it into the pit. Never lift the tree by the trunk or branches.

- B. Set the tree straight in the center of the pit with the most desirable side facing toward the prominent view.

4.3 Backfilling Tree Pit

- A. Backfill tree pit with a soil mixture stated in the specifications, except where existing soil is suitable.
- B. Cut and remove rope off the top 50% of the root ball and remove top of wire basket if present, pull burlap back to the edge of the ball. All plastic or synthetic film must be removed from the root ball. Cut all twine away from trunk.
- C. Thoroughly mix soil amendments, if needed, either prior to filling pit or as pit is being filled.
- D. The tree must remain straight during backfilling procedure.
- E. Backfill sides of tree pit halfway with soil mixture and tamp as pit is being filled.
- F. Finish backfilling sides of tree pit and tamp firmly.
- G. Never cover top of root ball with soil.
- H. Form a saucer above existing grade, around the outer rim of the tree pit, especially on slopes and in heavy soils.
- I. Mulch top of root ball and saucer to minimum depth of 2", not to exceed 3". Do not place mulch against the trunk
- J. Water thoroughly on the interior of the tree saucer until it is filled, even if it is raining. A second watering may be necessary to attain saturation of the root ball and elimination of air pockets.
- K. Pruning should be restricted to corrective pruning to improve form only. This includes structure, dead, damaged, diseased and/or conflicting branches. Do not cut the main leader. Trees planted along roadways prone to pedestrian traffic will be elevated to a height of 8' from ground level.
- L. Remove all tags, labels, strings and wire from the tree, unless otherwise directed.

5.0 BRACING PROCEDURES

PLAN

ELEVATION

B & B TREE PLANTING DETAIL

PLAN

ELEVATION

B & B TREE PLANTING DETAIL ON 2:1 SLOPE

NOTES:

1. DETERMINE THE PROPER SIZE TREE STAPLE™ DEVICE BY MEASURING THE DEPTH OF THE ROOT BALL AND ADDING 12" - 18". THIS SHOULD EQUAL THE LONG PRONG SIZE OF THE DEVICE. IF NECESSARY ROUND UP TO THE NEXT SIZE.
2. IN EXTREME WIND AND/OR LOOSE SOIL CONDITIONS, USE THREE TREE STAPLE™ DEVICES PER TREE AND/OR ROUND UP TO THE NEXT SIZE.
3. TREE STAPLE™ PRODUCTS ARE PROTECTED BY US PATENT NOS. 6,141,903 AND 6,085,243.

REV	DESCRIPTION	DATE	APPROVED

TS24-3-3
1" to 2" Caliber
2 Units per Tree

TS36-10-10
2" to 4" Caliber
2 Units per Tree

TS42-12-12
4" to 6" Caliber
2 - 3 Units per Tree

TS48-12-12
6" to 8" Caliber
2 - 3 Units per Tree

SIZE AND QUANTITY SELECTION GUIDE

INSTALLATION SPECIFICATIONS

TREE STAPLE™
BELOW-GRADE STABILIZING SYSTEM
FOR NEW TREE & SHRUB PLANTINGS

TREE STAPLE™

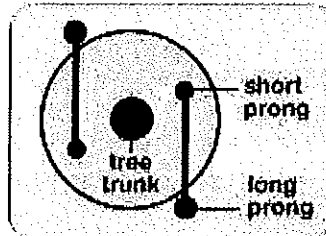
below grade stabilizing system

Installation Instructions

Dig Safely. Please comply with "Call Before You Dig" law requiring utility markouts; the national telephone number is 888-258-0808. Always wear appropriate safety attire, including protective eyewear.

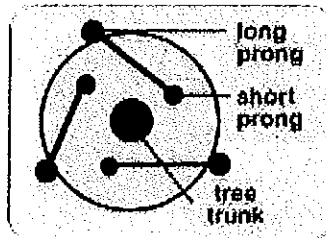


1. Leaving burlap intact, heel the plant's root ball into place.
2. Remove plastic safety caps from Tree Staples™ and set aside.
3. Set each Tree Staple™ opposite the other and against the outside edge of root ball. The shorter prong should be positioned over root ball, halfway between the trunk and the ball's outer edge.
4. Using a sledgehammer, drive each Tree Staple into the ground until the cross bar is recessed one to two inches below the surface of the root ball. You can alternate between hitting either of the prongs to insure that the Tree Staples are completely below-grade.
5. Place safety caps on exposed ends.
6. Cut back burlap, leaving material under cross bars.
7. Fill and finish planting using best practices.



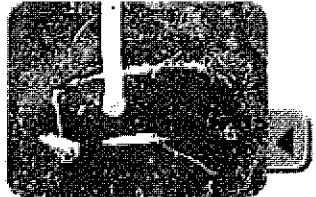
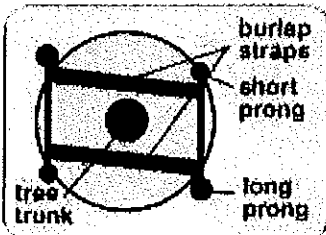
At your discretion consider increasing the size or number of stabilizers when:

- Extreme wind conditions persist,
- The tree's size requires greater holding power
- Soil is sandy or loose
- Root ball is small relative to canopy or tree size, (palm trees).



Loose Root Ball or Container Stock:
a simple and effective solution to use when working with container stock or loosened B&B material:

1. Follow steps 1, 2, & 3 in Installation Instructions, changing the position of the short prong to the outside edge of the rootball.
2. Tie common burlap tree wrap (3"-5" width) to the crossbars on each side of the trunk. Leave about 2"-3" of play in the straps. Keep straps away from the trunk
3. Proceed with installation instructions, step #4.



Tree Staple, Inc.

www.treestapleinc.com

5.1 Tree Support Schedule

NOTE: General guidelines are as follows. Evergreens are more likely to require stakes or ties. Flowering/shade trees not exceeding 8’ will be staked **using biodegradable tie with a minimum of one inch width, NO WIRE TIES.** The landscape contractor will be responsible for maintaining trees in straight, upright condition throughout the warranty period.

Tree Size Height	Tree Size Caliper	Stake	#	Wire or Cable	Turnbuckle	Hose
10-12’	2-2 ½”	7-8’ Upright	2	14 Gauge Wire	-	½”

6.0 PLANTING LOCATIONS

The trees will be planted throughout the County of Union. The actual locations of these items will be determined following award of contract.

7.0 OTHER

A. The quantities specified are derived from historical purchasing records of the County and the respective Cooperative Members and are given for the information of the bidder and for the purpose of bid evaluation. The bidder should understand the quantities estimated in these specifications are in no way guaranteed as minimum or maximum quantities.

However, the County and the Cooperative Members will be bound by the ordering date indicated on the bid form page so that the vendor can buy in bulk and honor his bid price. As per American Association of Nurserymen’s Standards these trees should be ordered in bulk. Any orders past that date must be agreed upon at the vendor’s discretion.

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

C. Please note that the ensuing contract is intended to be Open End Contract as allowed under N.J.A.C. 5:30 et seq. and , in accordance with the rules, the minimum number set on the bid for each item will be zero (0) and the maximum will be the number on the bid page listed for each species.

OPTION A

AS AN OPTION THE COOPERATIVE MEMBERS WISH TO SOLICIT A PRICE FOR “DEEPROOT UB 18-2 ROOT GUARD” OR EQUIVALENT. THE ESTIMATE IS FOR POTENTIAL USE ONLY AND SHALL NOT BE CONSTRUED AS A GUARANTEE.

UB 18-2:

- 18” high by 24” wide barrier can be used for linear, surround, and root pruning applications.
- 90 degree ribs redirect root growth down and away from hardscapes
- Suitable for use on sidewalks, paths, and patios
- (see spec sheet attached)

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE BIDDER HEREBY AGREES TO PROVIDE, DELIVER AND PLANT **TREES** IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

SECTION 1 – COUNTY OF UNION

QUANTITY (MORE OR LESS)	DESCRIPTION	UNIT PRICE	SUB TOTAL
62	Acer Rubrum (Red Maple)	\$ _____	\$ _____
62	Cercis Mexicano (Mexican Redbud)	\$ _____	\$ _____
62	Gleditsia Tricanthos “Shademaster” (Thornless Honeylocust)	\$ _____	\$ _____
62	Pyrus Kawakamii (Evergreen Pear)	\$ _____	\$ _____
62	Quercus Macrocarpe (Bur Oak)	\$ _____	\$ _____
TOTAL SECTION 1		\$ _____	(NOT TO EXCEED)

NAME OF BIDDER: _____

SECTION 2 – PARTICIPATING COOPERATIVE MEMBERS

QUANTITY (MORE OR LESS)	DESCRIPTION	UNIT PRICE	SUB TOTAL
50	Acer Rubrum (Red Maple)	\$ _____	\$ _____
34	Cercis Mexicano (Mexican Redbud)	\$ _____	\$ _____
5	Gleditsia Tricanthos "Shademaster" (Thornless Honeylocust)	\$ _____	\$ _____
5	Pyrus Kawakamii (Evergreen Pear)	\$ _____	\$ _____
13	Quercus Macrocarpe (Bur Oak)	\$ _____	\$ _____
150	Little Leaf Linden w/Root Guard (Include Option "A" for Elizabeth only)	\$ _____	\$ _____
TOTAL SECTION 2		\$ _____	(NOT TO EXCEED)

NAME OF BIDDER: _____

TREE STAPLE™ BRAND, MODEL TS36-10-10 BELOW GRADE STABILIZING SYSTEM

CHECK ONE: AS SPECIFIED

OR EQUAL BRAND: _____

MODEL: _____

OPTION A

CITY OF ELIZABETH

deeproot™ BRAND, MODEL UB 18-2 ROOT GUARD

CHECK ONE: AS SPECIFIED

OR EQUAL BRAND: _____

MODEL: _____

NAME OF BIDDER: _____

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

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

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

In the event that the lowest responsible bidder, in the bid document, declines to extend prices to the registered members who submitted estimates the following procedure will be followed as required by N.J.A.C. 5:34-7.10(a)(2): The contract for the needs of the lead agency will be awarded to the lowest responsible bidder, and a master contract for the registered members who have submitted estimates will be awarded to the next lowest bidder whose bid agrees to extend.

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

Initial

NAME OF BIDDER: _____

BIDDER SIGNATURE PAGE

Rev. 9/20/05

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

NAME OF BIDDER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: _____

FAX: _____

EMAIL: _____

BY: _____
SIGNATURE

DATE

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

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

BUSINESS REGISTRATION **Mandatory Requirement**

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

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

Proof of business registration shall be:

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION:
N70-007-0027000

ADDRESS:
847 ROEBLING AVE
TRENTON, NJ 08611

EFFECTIVE DATE:
09/14/04

TRACE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107139

ISSUANCE DATE:
07/14/04

J.P. S. Coody

This Certificate is NOT assignable or transferable. It may be temporarily assigned if done in accordance with applicable laws.

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:
20041014112022633

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

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

(Original signature only; stamped
signature not accepted)

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

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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

NAME OF BIDDER: _____

EXPERIENCE STATEMENT

DEMONSTRATE A BACKGROUND IN FURNISHING, DELIVERING AND INSTALLING TREES FOR A MINIMUM OF THREE (3) YEARS. PROVIDE CUSTOMER NAME AND ADDRESS, CONTACT NAME AND PHONE NUMBER AND THE YEAR SERVICE WAS PROVIDED.

NAME OF BIDDER: _____

EQUIPMENT STATEMENT

PROVIDE LIST OF EQUIPMENT TO CONDUCT THE WORK SPECIFIED.

NAME OF BIDDER: _____