



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

**TRAFFIC PAINT – UCCP 43-2019**

- \_\_\_\_\_ 1. Bid Form Page(s)
- \_\_\_\_\_ 2. Bidder Signature Page – *follow instructions and fill out completely*
- \_\_\_\_\_ 3. Statement of Ownership Disclosure (2 pages)
- \_\_\_\_\_ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- \_\_\_\_\_ 5. Affirmative Action Requirement
- \_\_\_\_\_ 6. Americans with Disabilities Form
- \_\_\_\_\_ 7. Disclosure of Investment Activities in Iran 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. Extension Form for Union County Cooperative Pricing System
- \_\_\_\_\_ 10. Compliances Pages
- \_\_\_\_\_ 11. Certificate of Availability
- \_\_\_\_\_ 12. Certificate of Compliance
- \_\_\_\_\_ 13. Proof of Compliance from NJ & NY VOC & NJDOT
- \_\_\_\_\_ 14. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

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

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

# COUNTY OF UNION

## Invitation to Bid

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or her designee on, **November 19, 2019** at 2:30 p.m. prevailing time, in the **3<sup>rd</sup> Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 for:

### **TRAFFIC PAINT-UCCP 43-2019**

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.

Please be advised that the work, materials or supplies in the specifications are being obtained through a **Cooperative Pricing System – ID# 8-UCCP** approved and registered with the State of New Jersey. The County of Union is the Lead Agency and there are a variable number of municipalities participating in this contract.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3<sup>rd</sup> 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**

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

## GENERAL SPECIFICATIONS

Revised 10/06/14  
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 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.

## **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 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.

## **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 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.

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

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



## **BUSINESS REGISTRATION CERTIFICATE**

### **New Mandatory Requirement – Effective 1/18/2010**

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

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

Proof of business registration shall be:

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

Register online at [www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml). Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

**Note: A N.J. Certificate of Authority is not acceptable.**

**FAILURE** to submit proof of registration of the Proposer or any subcontractor named on the bid is considered a **MANDATORY REJECTION** of bids (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction bids.

### **IN ADDITION:**

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## COUNTY OF UNION

The purpose and intent of this public bid is the acquisition for the County of Union of a reputable and experience vendor who can furnish and deliver **Traffic Paint** to various locations for Union County Cooperative Members 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 governmental agencies participating in this contract. The specifics of which governmental agencies are seeking what quantities are listed elsewhere in these specifications.

The cooperative pricing system is a straightforward arrangement. The County of Union advertises for and receives bids for its self and on behalf of all participating contracting units. Following the receipt of bids, the County of Union reviews said bids and upon certifying a lowest responsible and responsive bidder makes an award of a master contract for the County of Union alone. The County of Union shall enter into a formal written contract directly with the successful bidder only after it has certified the funds available for its own needs.

After recommendation of award of the County master contract by the using department of the County, the cooperative members will be provided the bid proposal information and decide individually whether or not to contract with the lowest responsible and responsive bidder subject to the specifications and prices set forth in the cooperative bid.

Each participating cooperative member 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 in its own name directly to successful bidder; accept its own deliveries; be invoiced by and receive statements from the successful bidder; make payments 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. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

Bid price shall be firm for the duration of the 24 consecutive months of the contract. Contracts will be awarded to the bidder with the lowest bid price.

## SPECIFICATIONS

**INTENT:** It is the purpose and intent of this specification to provide for the purchase and delivery of **TRAFFIC PAINT** for the County of Union (The County) for a 24 month period. The County has evaluated different types of **TRAFFIC PAINT** and has determined that a product blended with the specified ingredients and constitution is best suited for the needs of the County pertaining to safety, quality, performance, and long term operational costs. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all bids will be compared. The County reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities.

**EQUIVALENT PRODUCT:** Bids will be accepted for consideration on any make or model that is equal to or superior to the **TRAFFIC PAINT** specified. Further, equivalent products for all ingredients carrying a brand name will also be considered. Variations of any features of a proposed equivalent product from the features of any specified brand name may be acceptable if judged to be in the best interest of The County. Decisions of equivalency will be at the sole interpretation of the The County. A blanket statement that products proposed will meet all requirements will not be sufficient to establish equivalence. Brochures published by the original manufacturer of the proposed product should be submitted with the proposal. Bidder must be prepared to demonstrate a product similar to the one proposed, post bid.

**STANDARD:** The specification herein states the minimum requirements of The County. Unauthorized conditions, limitations, or provisions will be cause for rejection. The County may consider as “irregular” or “non-responsive” and reject any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable The County to make a reasonable determination of compliance to the specification. It will be the bidder’s responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES/NO) will cause the proposal to be rejected without review as “non-responsive”. All variances, exceptions and/or deviations should be fully described in the appropriate section.

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

Nothing contained in any of the bid documents shall be construed to guarantee or warrant an amount of the commodity that the County shall purchase. The quantities set forth herein constitute either historic information or estimate of future needs and may not be indicative of the actual quantities to be used in the future.

**AWARD OF CONTRACT:** Contract shall be awarded by Grand Total. Bidders must bid all items to be considered.

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

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

The Vendor shall not be paid for freight and/or delivery charges for either the original order or the supplemental order.

**OTHER:** The unit price shall include freight and/or delivery charges. There shall be no minimum purchase obligation on the part of the County or the cooperative members.

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

COMPLIANCE PAGES

**1.0 GENERAL REQUIREMENTS**

**ALL** products shall conform to:  
New Jersey and New York City VOC requirements

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requirements set forth 1989 New Jersey Department of Transportation “Standard Specifications of Road and Bridge Construction”, including any subsequent revisions.

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

There will be six items specified for purchase and use:

**ITEM # 1 - Traffic Paint**  
**Container size: 5 gallons**  
**Color: Yellow**  
**Type: Acrylic Latex, Water-Based and Lead Free**

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**ITEM #2 - Traffic Paint**

**Container size: 5 gallons**

**Color: White**

**Type: Acrylic Latex, Water-Based and Lead Free**

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ITEM #3 - Traffic Paint**

**Container size: 5 gallons**

**Color: Black**

**Type: Acrylic Latex, Water-Based and Lead Free**

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ITEM #4 - Traffic Paint**

**Container size: 5 gallons**

**Color: Blue**

**Type: Acrylic Latex, Water-Based and Lead Free**

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**ITEM #5 - Traffic Paint**

**Container size: 55 gallons**

**Color: Yellow**

**Type: Acrylic Latex, Water-Based and Lead Free**

**With Rhoplex Fastrack 2706 Resin with Tamol 901 Or Equal**

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ITEM #6 - Traffic Paint**

**Container size: 55 gallons**

**Color: White**

**Type: Acrylic Latex, Water-Based and Lead Free**

**With Rhoplex Fastrack 2706 Resin with Tamol 901 Or Equal**

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ALL ITEMS MUST MEET THE FOLLOWING SPECIFICATIONS UNLESS OTHERWISE NOTED**

2.1 **IDENTIFICATION:** Each container must bear a label with the following information thereon: Name and address of manufacturer, production batch number, date of manufacture, shipping point, trade name and/or identification number, number of gallons, contract number, use intended, directions for application and formula. All containers shall be labeled in accordance with the current code of federal regulations and shall contain all information necessary to comply with N.J.S.A. 34:5A-1, "N.J. Worker and Community Right to Know Act". Improperly labeled samples and deliveries will be rejected.

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

2.2 QUALIFICATION OF BIDDER: No bid will be considered unless the firm submitting the bid can meet the following conditions:

2.2.1 That it has in operation a plant adequate for and devoted to the manufacture of the pavement marking compound that it proposes to furnish and is capable of producing batch sizes consistent with the quantities to be delivered.

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2.2.2 That it maintains a laboratory to scientifically control the product bid upon to assure accuracy and quality of formulation.

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2.2.3 That it has produced fast-drying material over the past three (3) years with a successful application record.

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

2.3 FIELD TEST: The County of Union Division of Engineering, reserves the right to make field tests of material prior to award to determine its suitability for application in its equipment and for purposes of determining compliance with drying time requirements of this specification. Therefore, the vendor will be responsible for providing the County of Union with said material samples, prior to award, in the following quantities:

- Two- 1 quart size metal friction lid containers of **white** paint;
- Two- 1 quart size metal friction lid containers of **yellow** paint.
- Two- 1 quart size metal friction lid container of **black** paint.
- Two- 1 quart size metal friction lid container of **blue** paint.

In addition, a 3/4 inch air space shall be provided at the top of the container. No payment will be made for these samples. The County reserves the right to select the testing laboratory for the purpose of testing the samples. Upon completion of testing, the County shall forward copies of the invoices used for testing to the supplier. The supplier shall pay all invoices within ten business days from receipt.

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.4 CERTIFICATION REQUIRED:

2.4.1 CERTIFICATION OF AVAILABILITY: A supplier who is not a prime manufacturer of the product being offered, must submit a notarized certificate issued by the manufacturer that the pavement marking material being offered as a sample will be available to the supplier and guarantee delivery of that type of material during the subsequent year, if required by the Division of Engineering.

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



2.4.2 **CERTIFICATE OF COMPLIANCE:** The manufacturer shall submit a notarized Certificate of Compliance certifying that product meets all the requirements in this specification.

Exact Compliance: YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2.5 **SUBMISSION OF SAMPLES AND CERTIFICATION:** Certificates of Compliance and Certificate of Availability shall accompany the bid proposal.

Furnishing this certificate **will not** relieve the vendor responsibility to furnish paint in full compliance with this specification. In the event the contract material does not meet these specifications, the vendor shall be required to replace all such materials at his own expense, including handling and transportation charges, with material that does comply within 10 days after rejection.

2.6 **RANDOM SAMPLES:** Random field samples may be selected in order to assure conformance with this specification throughout the term of the contract.

### **3.0 APPLICABLE SPECIFICATIONS AND STANDARDS**

3.1 **GENERAL:** The following specifications and publications of the issue in effect shall form a part of the specification to the extent specified herein.

3.2 **FEDERAL SPECIFICATION:** (Reference specification only. See Item 4 for complete test requirements.)

3.2.1 TT-P-1952b., using Tamol 901.

3.2.2 Federal Test Method Standard 141b, dated February 1, 1979. Paint, Varnish, Lacquer and related materials, Method of Inspection, Sampling and Testing.

3.2.3 TT-P-115e, June 11, 1975.

3.2.4 Current ASTM Test Methods.

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



4.2.3 VOLUME OF SOLIDS: The finished paint are not to be less than 61 percent solids by volume.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

4.2.4 ISOLATED VEHICLE SOLIDS: The vehicle solids percent on vehicle are not to be less than 45% when determined by Federal Test Method Standard 141b, 100% Acrylic Emulsion.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

4.2.5 VOLATILE ORGANIC CONTENT: Under one pound per gallon maximum (120 grams per liter).

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

4.2.6 VISCOSITY: The consistency of the paint is to be between 75-85 Krebs Units at 77°F when tested in accordance with ASTM D562.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

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

4.2.7 DRY CAPACITY: The minimum contrast ratio when drawn down with a .005 Bird applicator shall be 0.95.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2.8 DIRECTIONAL REFLECTANCE: The daylight directional reflectance when tested in accordance with Method 6121 of Federal Test Standard 141b should be 85 percent minimum for white paint and 54 percent minimum for yellow paint.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2.9 COLOR: The color of yellow, white, and black traffic paint is to match color No.33538 , No. 37886, and No. 37038 respectively, of the latest edition of Federal Standard No. 595A.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2.10 WEIGHT PER GALLON: The weight of the finished paint should be 14 pounds plus or minus 0.2 pounds.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

4.2.11 FLEXIBILITY: The paint should show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952b, Section 4.3.7.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2.12 BLEEDING: The paint should have a minimum bleeding ratio of 0.97 when tested in accordance with Federal Specification TT-P-1952b, Section 4.5.13. The asphalt saturated felt is to conform to Federal Specification HH-R-590.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2.13 ABRASION RESISTANCE: No less than 210 liters of sand should be required for removal of the paint film when tested in accordance with TT-P-1952b, Section 4.3.8.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2.14 WET ADHESION: Over 5000 cycles when tested in accordance with Federal Specification TT-P-1511A, Paragraph 4.3.9.2.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

4.2.15 SHELF LIFE: All paint furnished should have a minimum shelf life of 9 months at temperatures above 35 degrees F. When tested, the paint should conform to the physical requirement specified herein. In addition, the paint should show no skinning, gelling or hardening on the surface, nor hard settling upon storage in the sealed containers, that will affect the performance of the product.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2.16 FREEZE-THAW STABILITY: When tested in accordance with TT-P-1952b, Section 4.5.7, the paint should not show coagulation or change in consistency greater than 5 Krebs Units.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2.17 STATIC HEAT STABILITY: When tested in accordance with TT-P-1952b, Section 4.5.8, the paint should show no coagulation, discoloration, or change in consistency greater than plus or minus 5 Krebs Units.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

4.2.18 GASOLINE RESISTANCE: Apply the paint on a clean glass plate at a wet film thickness of .0015 inches and allow to dry in a horizontal position at standard conditions for seventy-two (72) hours. Immerse one-half of the painted panel in unleaded gasoline at 25°C (+) 1°C. After eighteen (18) hours, remove the panel and allow to dry for two (2) hours at standard conditions. The paint film should not soften, blister, wrinkle, or lose adhesion.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.2.19 GRIND: The grind should not be less than 2 Hegman when tested in accordance with Federal Test Standards No. 141b, Method 4411.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.2.20 DRYING TIME: Field no-tracking time: The paint should dry to a no-tracking condition under traffic in 120 seconds maximum when the ambient temperature is 77° F and when applied at 14-16 mils wet film thickness and at 140° F with six pounds per gallon of glass beads.

A line showing no visual deposition of the paint to the pavement surface when viewed from a distance of fifty (50) feet to be considered non-tracking and conforming to the requirement for field drying conditions.

Exact Compliance YES \_\_\_\_\_ \*NO \_\_\_\_\_

\*Deviation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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





4.2.24 COLOR APPEARANCE AFTER AGING: The white, and black paint should show no more than slight discoloration and the yellow paint should be within the limits of the color tolerance chart for standard highway yellow, after accelerated weathering in accordance with Federal Specification TT-P-115d, Section 3.5.9.1.

Exact Compliance YES\_\_\_\_\_ \*NO\_\_\_\_\_

\*Deviation\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5.0 PACKAGING**

The paint is to be shipped in five (5) gallon plastic containers or fifty-five (55) gallon returnable drums, in compliance with the code of Federal Regulations, Revised 1-70.

The 55 gallon drums should be new metal, 17H, 18 gauge metal for body and bottom head sheet, and have welded side seams. The drums should be of the open end type. All containers, after being filled, shall be closed with tight fitting covers that will assure leak-proof seals. The removable top head sheet should be 14 gauge; 16 gauge is authorized provided there are one or more corrugations in the cover near the periphery.

The 55 gallon drums should be coated on the inside of the body and head sheets with a lacquer type rust inhibiting coating, free of pin holes, scratches, or other defects that may allow contamination of the paint from corrosion of the container.

Exact Compliance YES\_\_\_\_\_ \*NO\_\_\_\_\_

\*Deviation\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**6.0 INSPECTION**

All delivered paint will be subject to a detailed laboratory analysis. If material does not comply with specifications, it will be returned to the vendor at their expense.

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

## **7.0 RECYCLING**

The vendor shall, at no expense to the County of Union, be responsible for the recycling of all paint containers, including the pick-up and transport of empty drums regardless of the number of trips required within two weeks of request by the County. The County will contact the vendor to schedule pick-ups when drums are ready to be transported. There shall be no time restriction imposed by the vendor on the County for picking up containers.

## SECTION 1

### ESTIMATED QUANTITIES FOR UNION COUNTY

<u>ITEM # 1</u>	100	- 5 gallon pails – Yellow
<u>ITEM # 2</u>	100	- 5 gallon pails – White
<u>ITEM # 3</u>	5	- 5 gallon pails – Black
<u>ITEM # 4</u>	10	- 5 gallon pails – Blue
<u>ITEM # 5</u>	50	- 55 gallon drums – Yellow
<u>ITEM # 6</u>	15	- 55 gallon drums – White

**SECTION 2**

**ESTIMATED QUANTITIES FOR COOPERATIVE MEMBERS**

MEMBER	ITEM 1 <b>YELLOW</b> 5 GAL PAIL	ITEM 2 <b>WHITE</b> 5 GAL PAIL	ITEM 3 <b>BLACK</b> 5 GAL PAIL	ITEM 4 <b>BLUE</b> 5 GAL PAIL	ITEM 5 <b>YELLOW</b> 55 GAL DRUM	ITEM 6 <b>WHITE</b> 55 GAL DRUM
ELIZABETH PARKING AUTH 233 Commerce Pl Elizabeth NJ 07201	2	2	1	1	0	0
BOROUGH OF FANWOOD 75 N Martine Ave Fanwood NJ 07023	40	40	0	0	0	0
CITY OF ELIZABETH 50 Winfield Scott Plaza Elizabeth NJ 07201	5	5	5	5	0	0
TOWN OF DOVER 37 Sussex St Dover NJ 07801	10	10	10	10	5	5
HARDING TOWNSHIP 8 Millbrook Rd New Vernon NJ 07976	10	10	0	5	0	0
ROCKAWAY TOWNSHIP 65 Mt Hope Rd Rockaway NJ 07866	50	50	0	0	0	0
WASHINGTON TOWNSHIP 43 Schooley's Mountain Rd Long Valley NJ 07853	15	15	0	4	32	32
TOWNSHIP OF SCOTCH PLAINS 430 Park Ave Scotch Plains NJ 07076	10	15	0	6	0	0
BOROUGH OF ROSELLE PARK 110 E Westfield Ave Roselle Park NJ 07204	8	7	0	5	0	0
HANOVER TOWNSHIP 1000 Route 10 Whippany NJ 07981	10	30	2	5	0	0
BERKELEY HEIGHTS TOWNSHIP 20 Park Ave Berkeley Heights NJ 07922	2	20	0	0	0	0
BOROUGH OF KENILWORTH 401 Sheridan Ave Kenilworth NJ 07033	50	50	0	25	0	0
TOTAL	212	254	18	66	37	37

HAVING CAREFULLY READ THE PROPOSAL, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS THE UNDERSIGNED HEREBY AGREES TO FURNISH AND DELIVER **TRAFFIC PAINT** FOR THE DIVISION OF PUBLIC WORKS OF THE COUNTY OF UNION AND, IF AGREED, THE UNION COUNTY COOPERATIVE PRICING SYSTEM, IN ACCORDANCE WITH THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

All quantities represent estimated usage for 24 months.

**SECTION 1 – COUNTY OF UNION**

	<u>QUANTITY</u> <small>(MORE OR LESS)</small>			<u>UNIT PRICE</u>	=	<u>SUBTOTAL</u>
Item #1	100	Pcs.	X	\$ _____	=	\$ _____
Item #2	100	Pcs.	X	\$ _____	=	\$ _____
Item #3	5	Pcs.	X	\$ _____	=	\$ _____
Item #4	10	Pcs.	X	\$ _____	=	\$ _____
Item #5	50	Pcs.	X	\$ _____	=	\$ _____
Item #6	15	Pcs.	X	\$ _____	=	\$ _____
GRAND TOTAL (SECTION 1-UNION COUNTY)						\$ _____ (NOT TO EXCEED)

VENDOR MUST BID ALL ITEMS

Partial Delivery can begin \_\_\_\_\_ Days after Award of Contract  
(May be a factor in award)

Delivery F.O.B. Various Locations in Union County  
Samples provided prior to award must be received within 72 hours of request

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

**SECTION 2-TOTAL FOR COOPERATIVE MEMBERS**

**NOTE: Please be aware that in accordance with N.J.A.C. 5:34-1 et seq. no price for the same item can vary either between the County and Cooperative member. The following unit prices and totals are required to comply with the Local Public Contracts Law. The Grand Total below shall not be awarded as a whole. The successful bidder shall enter into individual contracts with the Cooperative Members.**

**All quantities represent estimated usage for 24 months.**

	<u>QUANTITY</u> (MORE OR LESS)			<u>UNIT PRICE</u>	=	<u>SUBTOTAL</u>
Item #1	212	Pcs.	X	\$ _____	=	\$ _____
Item #2	254	Pcs.	X	\$ _____	=	\$ _____
Item #3	18	Pcs.	X	\$ _____	=	\$ _____
Item #4	66	Pcs.	X	\$ _____	=	\$ _____
Item #5	37	Pcs.	X	\$ _____	=	\$ _____
Item #6	37	Pcs.	X	\$ _____	=	\$ _____
GRAND TOTAL (SECTION 2)						\$ _____
						(NOT TO EXCEED)

VENDOR MUST BID ALL ITEMS

Partial Delivery can begin \_\_\_\_\_ Days after Award of Contract  
(May be a factor in award)

Delivery F.O.B. Various Locations  
Samples provided prior to award must be received within 72 hours of request.

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

*Union County Cooperative Pricing System Extension Form*

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

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

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

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

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

ATTACH BRC HERE

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

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

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

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

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

**Part II**

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

**OR**

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

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

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

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

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

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

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

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

**Part IV Certification**

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

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

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

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

SS:

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

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

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

NAME OF CONTRACTOR

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

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

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

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

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

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

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

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

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

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

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

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

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

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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

*Revised 10/19/17*

CERTIFICATE OF AVAILABILITY  
AS PER 2.4.1

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



CERTIFICATE OF COMPLAINE  
AS PER 2.4.2

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

PROOF OF COMPLIANCE FROM NJ & NYC VOC & NJDOT

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

COUNTY OF UNION  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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