



COUNTY OF UNION
BID SUBMISSION CHECKLIST

BA# 72-2013
CEILING MATERIALS (SUSPENSION SYSTEM)

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – *follow instructions and fill out completely*
- _____ 3. Stockholder Disclosure Certification (2 pages) – *fill out completely and notarize*
- _____ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- _____ 5. Affirmative Action Requirement
- _____ 6. Americans with Disabilities Form
- _____ 7. 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
- _____ 8. 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

Notice To Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on September 24, 2013, at **2:30 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

BA# 72-2013 - CEILING MATERIALS (SUSPENSION SYSTEM)

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

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

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

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michael M. Yuska-Q.P.A, Director of Purchasing.

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

GENERAL SPECIFICATIONS

Revised July 2011

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 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

The County of Union requires all bidders to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the bidder must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

1. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$1,000,000 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with respect to work emanating from the Contract with the County. This insurance will include the following:
 - a). Personal Injury Liability
 - b). Blanket Contractual Liability applies to assumption of liability under any written Contract
 - c). Coverage for A, X, C, U exposures, relating to excavation, blasting, underground damage
 - d). Broad Form Property Damage Liability
 - e). Products and/or Completed Operations Liability
2. Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.
3. Automobile Liability Insurance in any amount of not less than \$500,000 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change **MAY** be made in the policy.

A Certificate of Insurance will be filed with the County prior to commencement of any work. This certificate will contain a provision that insurance afforded under the policies will not be canceled without at least thirty (30) days prior written notice being given to the County.

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. 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.

14. 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.

15. 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.

16.COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56a.25 et seq. requires that the following additional conditions must be strictly followed.

The bidder's signature on this proposal is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Industry as one who failed to pay prevailing wages in accordance with the provisions of this Act.

The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64. The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of work, or such portion thereof that relates to the failure to pay prevailing rates of wages.

In such event or under the terms N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation. The Contractor or Subcontractors for this project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages. The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment.

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 business registration of the bidder 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 subcontractor must be provided prior to the award of bid. 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 the Treasury, Division of Revenue; or
- A copy of the web version provided by the NJ Division of Revenue

Register online at <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 NJ Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of a contract shall be cause to reject the bid.

FAILURE of the bidder or any subcontractor named on the bid to be registered prior to the receipt of bids is cause for 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 register and submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

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

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

SPECIFICATIONS

The purpose and intent of this public bid is to obtain a responsible vendor to furnish and deliver **SUSPENSION CEILING SYSTEM MATERIALS** for the County of Union, Division of Facilities Management.

The County has evaluated different types of suspension ceiling system materials and has determined that brand names and model numbers specified with any and all specified accessories and features 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 suspension ceiling system materials specified. Further, equivalent products for all accessories carrying a brand name will also be considered. Variations of any features of a proposed equivalent product from the features of the 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 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 unit should be submitted with the proposal. Bidder must be prepared to demonstrate a unit 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.

The term of the contract will be for twenty-four (24) consecutive months upon the signing of the contract.

There shall be **NO** delivery charges to any location in Union County. Orders will be based on current inventory and may vary. Orders must be received within three (3) days from date of order.

UNIT PRICES will be on a per EACH basis for the containers/sizes specified ONLY. **All prices shall include any and all delivery costs.**

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.

Bidders will indicate the location of their facility/yard in case of any circumstance in which County personnel should need to pick-up any items on this bid.

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

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

THE COUNTY DOES NOT AND WILL NOT WARRANT OR GUARANTEE THE AMOUNT OF BUSINESS TO BE SUPPLIED / REQUIRED IN ANY GIVEN DAY, WEEK, MONTH OR YEAR OR IN THE AGGREGATE PURSUANT TO ANY CONTRACTUAL AGREEMENT AWARDED UNDER THESE BID SPECIFICATIONS. NOTHING CONTAINED IN ANY OF THE BID DOCUMENTS SHALL BE CONSTRUED TO GUARANTEE OR WARRANT ANY AMOUNT OF BUSINESS. THE BUSINESS ESTIMATES SET FORTH HEREIN CONSTITUTE EITHER HISTORIC INFORMATION OR ESTIMATES OF FUTURE NEEDS AND MAY NOT BE INDICATIVE OF THE ACTUAL BUSINESS TO BE EXPERIENCED IN THE FUTURE.

NOTHING HEREIN SHALL ENTITLE THE SUCCESSFUL BIDDER TO ANY CLAIM TO A PRICE INCREASE FOR LOST PROFITS OR FOR ANY OTHER COMPENSATION WHATSOEVER IN THE EVENT THAT THE ACTUAL BUSINESS REQUIRED UNDER THIS AGREEMENT IS MORE OR LESS THAN HISTORICAL BUSINESS OR ANY PROJECTION OF FUTURE BUSINESS THAT MAY BE CONTAINED HEREIN.

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 SHALL BE ZERO (0) UNITS FOR EACH ITEM AND THE MAXIMUM SHALL BE THE NUMBER ESTIMATED FOR EACH UNIT ON THESE SPECIFICATIONS..

CONTACT CHARLES CHIRAFESI WITH ANY CONCERNS WITH THE SPECIFICATIONS OF THIS BID AT (908) 527-4240.

In order to allow for the efficiency of supply, the BID AWARDS shall be based on the lowest Grand Total from each bidder. Bidders must bid on **all** items specified to be considered responsive. Failure to fill out pricing for all items will result in the bid being found unresponsive and said bids will be dismissed.

15/16" TEE - SUSPENSION SYSTEM ACCESSORIES

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT</u> |
|---------------------|---|----------------------------------|--------------------|
| 1 | 12' MAIN TEE, Steel, Flat White USG Item# DX/DXL24 | 40 | Carton/20 pcs |

Exact Compliance: YES NO*

*Deviations:

| | | | |
|---|--|----|---------------|
| 2 | 2' CROSS TEE, Steel, Flat White USG Item# DX/DXL216 | 40 | Carton/60 pcs |
|---|--|----|---------------|

Exact Compliance: YES NO*

*Deviations:

| | | | |
|---|--|----|---------------|
| 3 | 4' CROSS TEE, Steel, Flat White USG Item# DX/DXL424 | 20 | Carton/60 pcs |
|---|--|----|---------------|

Exact Compliance: YES NO*

*Deviations:

NAME OF BIDDER _____

15/16" TEE - SUSPENSION SYSTEM ACCESSORIES- Continued

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT</u> |
|--------------|---|---------------------------|---------------|
| 4 | 12' WALL ANGLE, Steel, Flat White USG Item# M7 | 20 | Carton/40 pcs |

Exact Compliance: _____ YES _____ NO*

*Deviations:

TEE- SUSPENSION SYSTEM ACCESSORIES

| | | | |
|---|--|---|----------------|
| 5 | 12' HANGER WIRE, 12 Gauge, Steel Armstrong Item# 7891 | 6 | Bundle/140 pcs |
|---|--|---|----------------|

Exact Compliance: _____ YES _____ NO*

*Deviations:

| | | | |
|---|---|---|-----------------|
| 6 | UNIVERSAL HOLD DOWN CLIP, Steel Armstrong Item# UHDC | 2 | Bucket/1000 pcs |
|---|---|---|-----------------|

Exact Compliance: _____ YES _____ NO*

*Deviations:

NAME OF BIDDER _____

TEE - SUSPENSION SYSTEM ACCESSORIES- Continued

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT</u> |
|--------------|--|---------------------------|----------------|
| 7 | EXTERIOR HOLD DOWN CLIP, Steel Armstrong Item# EHDC58 | 16 | Bucket/125 pcs |

Exact Compliance: YES NO*

*Deviations:

| | | | |
|---|--|----|----------------|
| 8 | EXTERIOR HOLD DOWN CLIP, Steel Armstrong Item# EHDC75 | 16 | Bucket/125 pcs |
|---|--|----|----------------|

Exact Compliance: YES NO*

*Deviations:

CEILING PANELS

| | | | |
|---|---|----|---------------------|
| 9 | 2'x2'x 3/4", Cirrus Tegular, 15/16" Angled Tegular Armstrong Item# 584 | 50 | Carton/48 SF/12 pcs |
|---|---|----|---------------------|

Exact Compliance: YES NO*

*Deviations:

NAME OF BIDDER _____

CEILING PANELS

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT</u> |
|--------------|--|---------------------------|---------------------|
| 10 | 2'x2'x 3/4", Cirrus Profile Classic Step, 9/16" Tegular Armstrong Item# 591 | 40 | Carton/48 SF/12 pcs |

Exact Compliance: _____ YES _____ NO*

*Deviations:

| | | | |
|----|---|----|--------------------|
| 11 | 2'x4'x 5/8", Ceramaguard, Fine Fissured, 15/16" Square Armstrong Item# 605 | 40 | Carton/48 SF/6 pcs |
|----|---|----|--------------------|

Exact Compliance: _____ YES _____ NO*

*Deviations:

| | | | |
|----|---|----|--------------------|
| 12 | 2'x4'x 5/8", Ceramaguard, Fine Fissured, 15/16" Square Armstrong Item# 608 | 60 | Carton/48 SF/6 pcs |
|----|---|----|--------------------|

Exact Compliance: _____ YES _____ NO*

*Deviations:

NAME OF BIDDER _____

CEILING PANELS - Continued

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT</u> |
|--------------|---|---------------------------|---------------------|
| 13 | 2'x4'x 5/8", Fine Fissured, 15/16" Square Armstrong Item# 1729 | 25 | Carton/96 SF/12 pcs |

Exact Compliance: _____ YES _____ NO*

*Deviations:

| | | | |
|----|---|----|---------------------|
| 14 | 2'x2'x 5/8", Fine Fissured, Tegular, 9/16" Square Armstrong Item# 1734 | 25 | Carton/64 SF/16 pcs |
|----|---|----|---------------------|

Exact Compliance: _____ YES _____ NO*

*Deviations:

| | | | |
|----|---|----|---------------------|
| 15 | 2'x2'x 3/4", Ultima Beveled Tegular, 15/16" Beveled Armstrong Item# 1911 | 10 | Carton/48 SF/12 pcs |
|----|---|----|---------------------|

Exact Compliance: _____ YES _____ NO*

*Deviations:

NAME OF BIDDER _____

CEILING PANELS - Continued

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT</u> |
|--------------|---|---------------------------|--------------------|
| 16 | 2'x4'x 5/8", Fifth Avenue, Fissured, 15/16" SQ USG Item# 280 | 200 | Carton/64 SF/8 pcs |

Exact Compliance: YES NO*

*Deviations:

| | | | |
|----|---|----|---------------------|
| 17 | 2'x2'x 5/8", Fissured, 15/16" SQ USG Item# 560 | 40 | Carton/64 SF/16 pcs |
|----|---|----|---------------------|

Exact Compliance: YES NO*

*Deviations:

| | | | |
|----|---|----|---------------------|
| 18 | 2'x2'x 5/8", Radar, 15/16" SQ USG Item# 2110 | 80 | Carton/64 SF/16 pcs |
|----|---|----|---------------------|

Exact Compliance: YES NO*

*Deviations:

NAME OF BIDDER _____

CEILING PANELS - Continued

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT</u> |
|--------------|---|---------------------------|--------------------|
| 19 | 2'x4'x 5/8", Radar, 15/16" SQ USG Item# 2310 | 80 | Carton/64 SF/8 pcs |

Exact Compliance: YES NO*

*Deviations:

| | | | |
|----|---|----|---------------------|
| 20 | 2'x2'x 3/4", Eclipse ClimaPlus, 15/16" SLT USG Item# 76775 | 40 | Carton/48 SF/12 pcs |
|----|---|----|---------------------|

Exact Compliance: YES NO*

*Deviations:

| | | | |
|----|---|----|---------------------|
| 21 | 2'x2'x 3/4", Eclipse ClimaPlus, 9/16" FL USG Item# 76975 | 80 | Carton/48 SF/12 pcs |
|----|---|----|---------------------|

Exact Compliance: YES NO*

*Deviations:

NAME OF BIDDER _____

CEILING PANELS - Continued

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT</u> |
|--------------|--|---------------------------|--------------------|
| 22 | 2'x4'x 3/4", Eclipse ClimaPlus Illusion, 15/16" SLT USG Item# 78785 | 40 | Carton/48 SF/6 pcs |

Exact Compliance: YES NO*

*Deviations:

NAME OF BIDDER _____

BID FORM PAGE

(Page 1 of 2)

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE BIDDER HEREBY AGREES TO PROVIDE AND DELIVER **SUSPENSION CEILING SYSTEM MATERIALS** FOR THE DIVISION OF FACILITIES MANAGEMENT OF THE COUNTY OF UNION IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

All quantities INDICATED below are to be considered "MORE OR LESS"

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | | <u>UNIT PRICE</u> | | <u>SUB TOTAL</u> |
|--------------|--------------------|-----------------|---|------------------------|---|------------------|
| 1 | BRAND: _____ | 40 | X | \$ _____ Per Carton | = | \$ _____ |
| 2 | BRAND: _____ | 40 | X | \$ _____ Per Carton | = | \$ _____ |
| 3 | BRAND: _____ | 20 | X | \$ _____ Per Carton | = | \$ _____ |
| 4 | BRAND: _____ | 20 | X | \$ _____ Per Carton | = | \$ _____ |
| 5 | BRAND: _____ | 6 | X | \$ _____ Per Bundle | = | \$ _____ |
| 6 | BRAND: _____ | 2 | X | \$ _____ Per Bucket | = | \$ _____ |
| 7 | BRAND: _____ | 16 | X | \$ _____ Per Bucket | = | \$ _____ |
| 8 | BRAND: _____ | 16 | X | \$ _____ Per Bucket | = | \$ _____ |
| 9 | BRAND: _____ | 50 | X | \$ _____ Per Carton | = | \$ _____ |
| 10 | BRAND: _____ | 40 | X | \$ _____ Per Carton | = | \$ _____ |
| 11 | BRAND: _____ | 40 | X | \$ _____ Per Carton | = | \$ _____ |
| 12 | BRAND: _____ | 60 | X | \$ _____ Per Carton | = | \$ _____ |

NAME OF BIDDER _____

BID FORM PAGE

(Page 2 of 2)

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | | <u>UNIT PRICE</u> | | <u>SUB TOTAL</u> |
|---------------------|---------------------------|------------------------|---|--------------------------|---|-------------------------|
| 13 | BRAND: _____ | 25 | X | \$ _____ Per Carton | = | \$ _____ |
| 14 | BRAND: _____ | 25 | X | \$ _____ Per Carton | = | \$ _____ |
| 15 | BRAND: _____ | 10 | X | \$ _____ Per Carton | = | \$ _____ |
| 16 | BRAND: _____ | 200 | X | \$ _____ Per Carton | = | \$ _____ |
| 17 | BRAND: _____ | 40 | X | \$ _____ Per Carton | = | \$ _____ |
| 18 | BRAND: _____ | 80 | X | \$ _____ Per Carton | = | \$ _____ |
| 19 | BRAND: _____ | 80 | X | \$ _____ Per Carton | = | \$ _____ |
| 20 | BRAND: _____ | 40 | X | \$ _____ Per Carton | = | \$ _____ |
| 21 | BRAND: _____ | 80 | X | \$ _____ Per Carton | = | \$ _____ |
| 22 | BRAND: _____ | 40 | X | \$ _____ Per Carton | = | \$ _____ |

GRAND TOTAL \$ _____
NOT TO EXCEED

LOCATION OF FACILITY/YARD FOR PICK-UP ONLY:

NAME OF BIDDER _____

EXTENSION FORM FOR UNION COUNTY
COOPERATIVE PRICING SYSTEM

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF UNION:

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

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

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

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: | 28041014112823533 |

ATTACH BRC HERE

STOCKHOLDER DISCLOSURE CERTIFICATION

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

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

CHECK ONE

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

OR

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

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

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

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

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

BUSINESS ADDRESS:

| | | | |
|-----------------------|-------------|--------------|------------|
| Street Address | City | State | Zip |
| Code | | | |

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

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

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

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

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

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

Subscribed and sworn before me this _____ day
of _____,

_____, 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF _____

SS:

COUNTY OF _____

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

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

NAME OF CONTRACTOR

Sign Name Here

(Original signature only; stamped signature not accepted)

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

Notary Public of the State of _____

My Commission expires _____

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

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

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

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

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
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: _____