



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES
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MEMO TO: TO ALL POTENTIAL BIDDERS

FROM: Joseph J. Policay, Jr., CPWM
Director/Division of Public Works

DATE: March 14, 2016

RE: CLARIFICATION NUMBER 1
UCCP#2-2016; Road Materials

Strike out all line items regarding the Asphalt Price Adjustment in each lot.

Note: A new law enacted January 11, 2016 and taking effect immediately states that "any bid specification for the provision or performance of goods or services under P.L.1971, c.198 (C.40A:11-1 et seq.) that includes the purchase or use of 1,000 or more tons of hot mix asphalt shall include a pay item for an asphalt price adjustment reflecting changes in the cost of asphalt cement. The pay item for asphalt price adjustment shall apply to each ton of hot mix asphalt purchased or used by the contracting unit. Any bid specification prepared pursuant to P.L.1971, c.198 (C.40A:11-1 et seq.) that includes the purchase or use of less than 1,000 tons of hot mix asphalt shall include a pay item for an asphalt price adjustment applicable to any quantity of hot mix asphalt exceeding 1,000 tons that may be purchased or used in the work in the event that performance of the work, including change orders, requires more than 1,000 tons of hot mix asphalt."

The line item referenced in each lot was intended to address said new law.

DIVISION OF PURCHASING

Administration Building

Elizabethtown Plaza

Elizabeth, NJ 07207

(908) 527-4130

fax (908) 558-2548

www.ucnj.org

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COUNTY OF UNION
BID SUBMISSION CHECKLIST

ROAD MATERIALS
UCCP 2-2016

- _____ 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. Disclosure of Investment Activities in Iran
- _____ 8. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- _____ 9. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

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 **March 15, 2016**, at **2:30 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

UCCP 2-2016 – ROAD MATERIALS

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 Lead Agency and there are a variable number of governmental agencies 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 (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Laura M. Scutari Acting Director of Purchasing.

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

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

11. NON-DISCRIMINATION

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

12. AMERICANS WITH DISABILITIES ACT OF 1990

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

13. INVESTMENT ACTIVITIES WITH IRAN

Pursuant to P.L. 2012, c.25, codified as 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)

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 CCPs.

If subcontractors are named on the CCP, 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 CCPs.

Proof of business registration shall be:

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

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

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

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

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the CCP 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 **ROAD MATERIALS** to various locations in Union County as per the following specifications.

In addition, please be advised that the work, materials or supplies requested in the specifications are being obtained through the County of Union cooperative pricing system approved and registered with the State of New Jersey. (State of N.J. Identifier #8-UCCP) The County of Union is the Lead Agency in the System and there are a number of 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.

BITUMINOUS ROAD MAINTENANCE MATERIALS

SCOPE

The vendor shall furnish and, if directed, deliver the various items of bituminous concrete, additives and membrane materials as scheduled in these specifications.

MATERIAL SUPPLY & DELIVERY

The vendor shall provide the materials when requested by the County. County trucks will pick up the materials at the plant. Occasionally, the County trucks will not be available to haul the bid materials; the vendor shall provide a surcharge for delivery on the Bid Form Page to deliver to job sites within Union County. Trucking based on the 22 Ton Minimum.

The vendor shall load the County supplied trucks as they arrive at the plant in the same and manner as other customers of the vendor. No delay in loading shall be caused by the vendor by showing preference to other trucks within the plant.

The County shall provide a one-day notice by phone or in writing to the vendor to arrange delivery service.

In order to better serve the County of Union and the Cooperative Purchasing Agreement, participating municipalities, it is imperative that the successful bidder shall maintain an asphalt plant within five (5) miles of the nearest Union County border, as this will ensure both municipal and county haul trucks that the bituminous concrete material will arrive at the various job sites within the working temperature limits in accordance with the NJDOT specifications, section 404.12.

CERTIFIED WEIGHTS

If applicable, each truckload of materials shall be weighed by a Certified Weight Master on scales certified by the State. The Weight Master shall furnish to the truck driver duplicate tickets showing gross, tare and net weights with his official seal affixed thereto. The weight tickets will also clearly identify the material supplied.

BITUMINOUS CONCRETE MATERIALS

Materials shall conform to the current specifications of Section 903 in the **New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 1989** commonly called the "blue book", and as stated herein.

BITUMINOUS MATERIALS

Materials shall conform to the current specifications of Section 904 of the blue book and as stated herein.

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.

PRICE ADJUSTMENT FOR ASPHALT MATERIALS AND FUEL ONLY

In accordance with recent changes in the law and the requirements of N.J.S.A. 40A:11-13, specifically Section (g)

“asphalt price index” means the asphalt price index as determined and published by the New Jersey Department of Transportation;

“basic asphalt price index” means the asphalt price index for the month preceding the month in which the bids are opened;

“department” means the New Jersey Department of Transportation;

“fuel price index” means the fuel price index as determined and published by the New Jersey Department of Transportation; and

“pay item” means a specifically described item of work for which the bidder provides a per unit or lump sum price in a bid specification determined and published by the New Jersey Department of Transportation.

The asphalt price adjustment shall be calculated in accordance with the formula and relevant instructions published in the most recent edition of the “New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction.” All invoices for payment shall be accompanied by the calculation of any asphalt price adjustment and a showing of the current month’s asphalt price index and the basic asphalt price index.

The following section and protocol for adjusting asphalt prices are taken from the NJDOT 2007 Standard specifications for Road and Bridge Construction, as amended:

160.03.02 Asphalt Price Adjustment

The Department will make monthly price adjustments for asphalt binder usage. The Department will calculate asphalt price adjustments based on the quantities of Items containing asphalt binder constructed during a given month.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

The Department will calculate the asphalt price adjustment by the following formula:

$$A = (MA - BA) \times T$$

Where:

A = Asphalt Price Adjustment

MA = Monthly Asphalt Price Index

BA = Basic Asphalt Price Index

T = Tons of New Asphalt Binder

The Department will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons used.

For TACK COAT and PRIME COAT, the Department will calculate asphalt price adjustments by the following formula:

$$A = (B) \times \frac{(MA - BA)}{x(C) \times (M) \times (G)}$$

Where:

A = Asphalt Price Adjustment

B = Bid Price for Tack Coat/ Prime Coat

MA = Monthly Asphalt Price Index

BA = Basic Asphalt Price Index

C = Petroleum Content of the Tack Coat and Prime Coat in Percent by Volume:

Use 100% for cutbacks and Tack Coat 64-22

60% for Polymer Modified Tack Coat

60% for RS or similar type emulsions

M = Percentage of Bid Price Applicable to Materials Only: Use 82%

G = Gallons of Tack Coat and Prime Coat Furnished and Applied

The monthly asphalt price index, as determined by the Department, will be the average of quotations from suppliers serving the area in which the Project is located, and will be determined by the Department each month. The Department will post the monthly asphalt price index every month on the Department's web site.

The basic asphalt price index is the asphalt price index for the month before the opening of bids. The Department will use the asphalt price index for the month before the regular monthly estimate cut off date as the monthly asphalt price index.

If the monthly asphalt price index increases 50 percent or more over the basic asphalt price index, do not perform work on Items containing asphalt binder without written approval from the RE.

Further, this bid is eligible for a fuel price adjustment. Fuel that is eligible for a fuel price adjustment shall be the sum of the quantities of the eligible pay items in the contract multiplied by the fuel usage factors as determined by the department. The types of fuel furnished shall be at the discretion of the contractor.

The fuel requirement for items not determined by the department to be eligible, and for pay items in the bid specifications calling for less than 500 gallons of fuel, shall not be eligible for a fuel price adjustment. If more than one pay item has the same nomenclature but with different thicknesses, depths, or types, each individual pay item must require 500 gallons or more of fuel to be eligible for a fuel price adjustment. If more than one pay item has the same nomenclature, similar pay items shall be combined and the combination must require 500 gallons or more of fuel to be eligible for the fuel price adjustment.

Fuel price index adjustments shall not be made in those months for which the monthly fuel price index has changed by less than five percent from the basic fuel price index.

CONTRACT PERIOD

The period of the contract shall be for twelve (12) consecutive months with an option for an additional twelve (12) months contract subject to the following limitations: the option contract shall be awarded by resolution of the governing body (within 60 days prior to the expiration date) upon a finding by the governing body that the services are being performed in an effective and efficient manner.

SPECIFICATIONS

LOT # 1

Item # 1 **Base Course, I-2**, shall be Mix designation I-2 from Table 903-1 on page 395 of the blue book. It is commonly called Stabilized Base. The nominal maximum size of the aggregate is 1 ½". Up to 20% of reclaimed asphalt pavement will be allowed in the stabilized base mix. **Tons**

Item # 2 **Surface Course, Top Layer, I-5**, shall be Mix designation from Table 903-1 of the blue book. It is commonly called FA-BC Top. The nominal maximum size of the aggregate is ¾". Up to 10% of the reclaimed asphalt pavement will be allowed in the top layer of surface course. **Tons**

Item # 3 The winning vendor shall be required to accept tandem loads of recycled asphaltic material from County trucks. Schedule to be mutually agreed upon. **Tandem Loads**

Item # 4 **Surface Course, Top Layer, I-5 w/ Gilsonite additive**, shall be Mix designation from Table 903-1 of the blue book. It is commonly called FA-BC Top. The nominal maximum size of the aggregate is ¾". Up to 10% of the reclaimed asphalt pavement will be allowed in the top layer of surface course. GILSONITE, to be incorporated into bituminous concrete surface course, shall be as manufactured by the Ziegler Chemical and Mineral Corporation 100 Jericho Quadrangle, Jericho, New York, 11753. Gilsonite shall be incorporated into the bituminous concrete as recommend by the manufacturer at the rate of one bag (11 lbs.) per ton of bituminous concrete. **Tons**

Item # 5 **Surface Course, Top Layer, I-6**, shall be Mix designation I-6 from Table 903-1 of the blue book. It is commonly called SP-1. The nominal maximum size of aggregate ¼" (No. 4 sieve). Up to 10% of reclaimed asphalt pavement will allow in this top layer of surface course. **Tons**

Item # 6 **Surface Course, Top Layer, I-4**, shall be Mix designation I-4 from Table 903-1 on pages 395 of the blue book. It is commonly called MA-BC Top. The nominal maximum size of the aggregate is ¾". Up to 10% of reclaimed asphalt pavement will be allowed in this top layer of surface course. **Tons**

Item # 7 **Bituminous Concrete- ¼" Top Mix** **Tons**

Item # 8 **Bituminous Concrete Patch, Cold Mix**, shall conform to Article 903.04 of the blue book. The mixture shall be sufficiently workable to allow easy spreading and raking when taken from a stockpile. It is commonly called cold patch or stockpile mix. **Tons**

Item # 9 **Asphalt Membrane GEO-TAC** **Square Feet**

Item # 10 **#57 Stone ¾" Clean Stone** **Tons**

Item # 11 **#3 Stone 1 ½" Clean Stone** **Tons**

Item # 12 **#8 Stone ¾" Clean Stone** **Tons**

Item # 13 **#2 Stone 2 ½" Clean Stone** **Tons**

Item # 14 **Quarry Process Type Class A** **Tons**

Item # 15 **Road Blend "Recycled Concrete Asphalt" DGA** **Tons**

Item # 16	C-33 Fine Aggregate Concrete Sand	Tons
Item # 17	C-144 Mason Sand	Tons
Item # 18	Portland Cement	94 lb. Bags
Item # 19	Concrete 4500 Mix	Cubic Yards
Item # 20	Crack Filler PCF	Lbs.
Item # 21	4” – 12” Rip-Rap	Tons
Item # 22	Bin Block	Each
Item # 23	UPM Koflo	Gallons
Item # 24	Quicrete 5,000	80 lbs. Bags
Item # 25	Binder Dust	Tons
Item # 26	Ready Mix Concrete – Class A	Cubic Yards
Item # 27	Ready Mix Concrete – Class B DOT Concrete Mix	Cubic Yards
Item #28	Recycled Concrete	Tandem Loads

(BIDDERS MUST BID ON ALL THE ITEMS WITHIN LOT #1 TO BE CONSIDERED RESPONSIVE)

LOT # 2

Item # 1	Tack Kote	Five (5) Gallon Pails
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LOT # 3

Item # 1 - AC-20 Oil Grade Asphaltic Cement, Grade AC-20 shall conform to AASHTO M 226, Table 2. Gallons

LOT # 4

Item # 1	Cold Mix Bagged QPR or UPM	50 lb.Bags
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COUNTY OF UNION ESTIMATE TOTALS FOR EACH COMMODITY

The following represents the County’s individual estimates for 12 months. These figures are derived from past use and need and shall not be construed as a guarantee. All estimates are considered to be “More or Less”.

LOT # 1		LOT # 1 (continued)		LOT # 2	
Item # 1	1,200 Tons	Item # 15	5,150 Tons	Item # 1	45 Pails
Item # 2	5,000 Tons	Item # 16	50 Tons	LOT # 3	
Item # 3	300 Tandem Loads	Item # 17	280 Tons	Item # 1	750 Gallons
Item # 4	25 Tons	Item # 18	225 Bags	LOT # 4	
Item # 5	50 Tons	Item # 19	50 Cubic Yards	Item # 1	450 Bags
Item # 6	50 Tons	Item # 20	50 Lbs		
Item # 7	75 Tons	Item # 21	450 Tons		
Item # 8	60 Tons	Item # 22	75 Each		
Item # 9	500 Sq. Ft.	Item # 23	45 Gallons		
Item # 10	975 Tons	Item # 24	425 Bags		
Item # 11	50 Tons	Item # 25	300 Tons		
Item # 12	325 Tons	Item # 26	75 Cubic Yards		
Item # 13	450 Tons	Item # 27	50 Cubic Yards		
Item # 14	3,500 Tons	Item # 28	80 Tandem Loads		

THE QUANTITIES SPECIFIED ARE DERIVED FROM HISTORICAL PURCHASING RECORDS OF THE COUNTY AND ITS COOPERATIVE MEMBERS AND ARE GIVEN FOR THE INFORMATION OF THE BIDDER AND FOR THE PURPOSE OF THE BID EVALUATION. THE BIDDER SHOULD UNDERSTAND THE QUANTITIES ESTIMATED IN THESE SPECIFICATIONS ARE IN NO WAY GUARANTEED AS MINIMUM OR MAXIMUM QUANTITIES. THE ESTIMATED QUANTITIES PROVIDED DO NOT INDICATE THE ACTUAL QUANTITIES THAT THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH AND DELIVER, SINCE THE ACTUAL QUANTITIES MAY VARY DURING THE TERM OF THE CONTRACT. THERE SHALL BE NO MINIMUM PURCHASE OBLIGATION ON THE PART OF THE COUNTY OR ITS COOPERATIVE MEMBERS.

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE OPEN END CONTRACT AS ALLOWD 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 AND THE MAXIMUM SHALL BE THE FIGURE ESTIMATED FOR EACH COMMODITY.

COOPERATIVE SECTION

PARTICIPATING COOPERATIVE INDIVIDUAL MEMBERS ESTIMATES (USE FOR REFERENCE FOR INDIVIDUAL CONTRACTS) AND BY COMMODITY

The following represents a total derived from all participating Cooperative Members' individual estimates for 12 months. These figures are also derived from past use and need and shall not be construed as a guarantee. All estimates are considered to be "More or Less".

Lot #	ITEM #	Clark	Cranford	Elizabeth	Kenilworth	Livingston	New Providence	Scotch Plains	Union	Wood-bridge	TOTAL	
1	1	5	200	100		100	500	50	148		1,103	Tons
	2	40	1,100		80	400	3,000	750	2,429		7,799	Tons
	3	15	40			10	10	20	42		137	Tandem Loads
	4						1,500				1,500	Tons
	5	3	80			50	1,000			500	1,633	Tons
	6			500			1,500			1,000	3,000	Tons
	7		100			100	500		2		702	Tons
	8	20	110			50	200		227	100	707	Tons
	9						100			500	600	Sq Ft
	10		150	100		450	500	75	50	200	1,525	Tons
	11					10	100			50	160	Tons
	12					10	100			50	160	Tons
	13					10	75		36	50	171	Tons
	14	5	200			400	500		151		1,256	Tons
	15		200				500	150		50	900	Tons
	16			200		100	100			25	425	Tons
	17	10	200	50		25	100		134	50	569	Tons
	18		200	500		500	25	20	9		1,254	Bags
	19	25	100	1,000		20	50	10	17	1,000	2,222	Cu Yds
	20						1,000				1,000	Lbs
	21					10	50				60	Tons
	22	6	50	100		25	25	200			406	Each
	23					20	100				120	Gallons
	24			500		20	25		50		595	Bags
	25			100		10	25				135	Tons
	26			100		10	50			10	170	Cu Yds
	27					10	25			10	45	Cu Yds
	28		10			10	10				30	Tandem Loads
2		6	25	50		25	50	15	108	150	429	Pails
3							25				25	Gallons
4		15	100	1,000	118		25	50			1,308	Bags

THE QUANTITIES SPECIFIED ARE DERIVED FROM HISTORICAL PURCHASING RECORDS OF THE COUNTY AND ITS COOPERATIVE MEMBERS AND ARE GIVEN FOR THE INFORMATION OF THE BIDDER AND FOR THE PURPOSE OF THE BID EVALUATION. THE BIDDER SHOULD UNDERSTAND THE QUANTITIES ESTIMATED IN THESE SPECIFICATIONS ARE IN NO WAY GUARANTEED AS MINIMUM OR MAXIMUM QUANTITIES. THE ESTIMATED QUANTITIES PROVIDED DO NOT INDICATE THE ACTUAL QUANTITIES THAT THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH AND DELIVER, SINCE THE ACTUAL QUANTITIES MAY VARY DURING THE TERM OF THE CONTRACT. THERE SHALL BE NO MINIMUM PURCHASE OBLIGATION ON THE PART OF THE COUNTY OR ITS COOPERATIVE MEMBERS.

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE OPEN END CONTRACT AS ALLOWD 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 AND THE MAXIMUM SHALL BE THE FIGURE ESTIMATED FOR EACH COMMODITY.

ADDRESSES OF PARTICIPATING COOPERATIVE MEMBERS

TOWNSHIP OF CLARK
430 WESTFIELD AVENUE
CLARK, NJ 07066

TOWNSHIP OF CRANFORD
8 SPRINGFIELD AVENUE
CRANFORD, NJ 07016

CITY OF ELIZABETH
50 WINFIELD SCOTT PLAZA
ELIZABETH, NJ 07201

BOROUGH OF KENILWORTH
567 BOULEVARD
KENILWORTH, NJ 07033

TOWNSHIP OF LIVINGSTON
357 S LIVINGSTON AVENUE
LIVINGSTON, NJ 07039

BOROUGH OF NEW PROVIDENCE
360 ELKWOOD AVENUE
NEW PROVIDENCE, NJ 07974

TOWNSHIP OF SCOTCH PLAINS
430 PARK AVENUE
SCOTCH PLAINS, NJ 07076

TOWNSHIP OF UNION
1976 MORRIS AVENUE
UNION, NJ 07083

TOWNSHIP OF WOODBRIDGE
1 MAIN STREET
WOODBIDGE, NJ 07095

BID FORM PAGE 1 OF 4

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE AND DELIVER **ROAD MATERIALS** FOR THE DIVISION OF PUBLIC WORKS AND THE DIVISION OF PARK MAINTENANCE IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE(S) IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION. **BIDDERS MUST BID ON ALL ITEMS WITHIN EACH LOT TO BE AWARDED.**

SECTION I – COUNTY OF UNION – FIRST TWELVE (12) MONTHS

LOT # 1

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
1	1,200 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
2	5,000 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
3	300 Tandem Loads	X	\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER LOAD)
4	25 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
5	50 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
6	50 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
7	75 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
8	60 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
9	500 Sq. Ft.	X	\$ _____ (PER SQ. FT)	= \$ _____	\$ _____ (PER SQ. FT)
10	975 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
11	50 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
12	325 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)

NAME OF BIDDER: _____

SECTION I – COUNTY OF UNION – FIRST TWELVE (12) MONTHS

LOT # 1 -continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
13	450 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
14	3,500 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
15	5,150 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
16	50 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
17	280 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
18	225 Bags	X	\$ _____ (PER BAG)	= \$ _____	\$ _____ (PER BAG)
19	50 Cu.Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)
20	50 Lbs	X	\$ _____ (PER LB)	= \$ _____	\$ _____ (PER LB)
21	450 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
22	75 Each	X	\$ _____ (PER BLOCK)	= \$ _____	\$ _____ (PER BLOCK)
23	45 Gallons	X	\$ _____ (PER GALLON)	= \$ _____	\$ _____ (PER GALLON)
24	425 Bags	X	\$ _____ (PER BAG)	= \$ _____	\$ _____ (PER BAG)
25	300 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
26	75 Cu. Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER CUBIC YARD)

NAME OF BIDDER: _____

BID FORM PAGE 3 OF 4

SECTION I – COUNTY OF UNION – FIRST TWELVE (12) MONTHS

LOT # 1-continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
27	50 Cu.Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER CUBIC YARD)
28	80 Tandem Loads		\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER LOAD)
ASPHALT PRICE ADJUSTMENT PER TON					\$ _____ (PER TON)
GRAND TOTAL LOT #1					\$ _____ (NOT TO EXCEED)

LOT # 2

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	GRAND TOTAL LOT # 2	SURCHARGE FOR DELIVERY
1	35 Pails	X	\$ _____ (PER PAIL)	= \$ _____ (NOT TO EXCEED)	\$ _____ (PER PAIL)

LOT # 3

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	GRAND TOTAL LOT # 3	SURCHARGE FOR DELIVERY
1	750 Gallons	X	\$ _____ (PER GALLON)	= \$ _____ (NOT TO EXCEED)	\$ _____ (PER GALLON)

NAME OF BIDDER: _____

BID FORM PAGE 4 OF 4

SECTION I – COUNTY OF UNION – FIRST TWELVE (12) MONTHS

LOT # 4

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 4		SURCHARGE FOR DELIVERY
1	350 Bags	X	\$ _____ (PER BAG)	= \$	_____	(NOT TO EXCEED)	\$ _____ (PER BAG)

NAME OF BIDDER: _____

SECTION II – COOPERATIVE MEMBERS

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.

Please be aware that in accordance with N.J.A.C. 5:34-1 et seq. No price for a cooperative member can be different than the one offered to the County on the master contract. The law requires these cooperative prices be repeated on these cooperative member pages.

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.

Initial

SECTION II – COOPERATIVE MEMBERS – 1ST TWELVE (12) MONTHS

LOT # 1

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
1	1,103 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
2	7,799 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
3	137 Tandem Loads	X	\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER LOAD)
4	1,500 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
5	1,633 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
6	3,000 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)

NAME OF BIDDER: _____

SECTION II – COOPERATIVE MEMBERS – FIRST TWELVE (12) MONTHS

LOT # 1 -continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		SUB TOTAL		SURCHARGE FOR DELIVERY
7	702 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
8	707 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
9	600 Sq. Ft.	X	\$ _____ (PER SQ. FT)	= \$ _____		\$ _____ (PER SQ. FT)	
10	1,525 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
11	160 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
12	160 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
13	171 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
14	1,256 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
15	900 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
16	425 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
17	569 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
18	1,254 Bags	X	\$ _____ (PER BAG)	= \$ _____		\$ _____ (PER BAG)	
19	2,222 Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____		\$ _____ (PER LOAD/MAX 10 CU YD)	
20	1,000 Lbs	X	\$ _____ (PER LB)	= \$ _____		\$ _____ (PER LB)	

NAME OF BIDDER: _____

SECTION II – COOPERATIVE MEMBERS – FIRST TWELVE (12) MONTHS

LOT # 1-continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	= \$	SUB TOTAL	SURCHARGE FOR DELIVERY
21	60 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____	\$ _____ (PER TON)
22	406 Each	X	\$ _____ (PER BLOCK)	= \$ _____	\$ _____	\$ _____ (PER BLOCK)
23	120 Gallons	X	\$ _____ (PER GALLON)	= \$ _____	\$ _____	\$ _____ (PER GALLON)
24	595 Bags	X	\$ _____ (PER BAG)	= \$ _____	\$ _____	\$ _____ (PER BAG)
25	135 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____	\$ _____ (PER TON)
26	170 Cu. Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____	\$ _____ (PER CUBIC YARD)
27	45 Cu.Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____	\$ _____ (PER CUBIC YARD)
28	30 Tandem Loads		\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____	\$ _____ (PER LOAD)

ASPHALT PRICE ADJUSTMENT PER TON \$ _____
(PER TON)

GRAND TOTAL LOT #1 \$ _____
(NOT TO EXCEED)

NAME OF BIDDER: _____

**SECTION II – COOPERATIVE MEMBERS – FIRST TWELVE (12) MONTHS
LOT # 2**

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	=	GRAND TOTAL LOT # 2	SURCHARGE FOR DELIVERY
1	429 Pails	X	\$ _____ (PER PAIL)		\$ _____ (NOT TO EXCEED)	\$ _____ (PER PAIL)

LOT # 3

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	=	GRAND TOTAL LOT # 3	SURCHARGE FOR DELIVERY
1	25 Gallons	X	\$ _____ (PER GALLON)		\$ _____ (NOT TO EXCEED)	\$ _____ (PER GALLON)

LOT # 4

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	=	GRAND TOTAL LOT # 4	SURCHARGE FOR DELIVERY
1	1,308 Bags	X	\$ _____ (PER BAG)		\$ _____ (NOT TO EXCEED)	\$ _____ (PER BAG)

NAME OF BIDDER: _____

SECTION III – COUNTY OF UNION – SECOND TWELVE (12) MONTHS OPTION

LOT # 1

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
1	1,200 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
2	5,000 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
3	300 Tandem Loads	X	\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER LOAD)
4	25 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
5	50 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
6	50 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
7	75 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
8	60 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
9	500 Sq. Ft.	X	\$ _____ (PER SQ. FT)	= \$ _____	\$ _____ (PER SQ. FT)
10	975 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
11	50 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
12	325 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
13	450 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
14	3,500 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)

NAME OF BIDDER: _____

SECTION III – COUNTY OF UNION – SECOND TWELVE (12) MONTHS OPTION

LOT # 1 -continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		SUB TOTAL		SURCHARGE FOR DELIVERY
15	5,150 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
16	50 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
17	280 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
18	225 Bags	X	\$ _____ (PER BAG)	= \$ _____		\$ _____ (PER BAG)	
19	50 Cu.Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____		\$ _____ (PER LOAD/MAX 10 CU YD)	
20	50 Lbs	X	\$ _____ (PER LB)	= \$ _____		\$ _____ (PER LB)	
21	450 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
22	75 Each	X	\$ _____ (PER BLOCK)	= \$ _____		\$ _____ (PER BLOCK)	
23	45 Gallons	X	\$ _____ (PER GALLON)	= \$ _____		\$ _____ (PER GALLON)	
24	425 Bags	X	\$ _____ (PER BAG)	= \$ _____		\$ _____ (PER BAG)	
25	300 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
26	75 Cu. Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____		\$ _____ (PER CUBIC YARD)	
27	50 Cu.Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____		\$ _____ (PER CUBIC YARD)	

NAME OF BIDDER: _____

SECTION III – COUNTY OF UNION – SECOND TWELVE (12) MONTHS OPTION

LOT # 1-continued

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
28	80 Tandem Loads	\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER LOAD)

ASPHALT PRICE ADJUSTMENT PER TON \$ _____
(PER TON)

GRAND TOTAL LOT #1 \$ _____
(NOT TO EXCEED)

LOT # 2

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	GRAND TOTAL LOT # 2	SURCHARGE FOR DELIVERY
1	35 Pails X	\$ _____ (PER PAIL)	= \$ _____ (NOT TO EXCEED)	\$ _____ (PER PAIL)

LOT # 3

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	GRAND TOTAL LOT # 3	SURCHARGE FOR DELIVERY
1	750 Gallons X	\$ _____ (PER GALLON)	= \$ _____ (NOT TO EXCEED)	\$ _____ (PER GALLON)

NAME OF BIDDER: _____

SECTION III – COUNTY OF UNION – SECOND TWELVE (12) MONTHS OPTION

LOT # 4

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 4		SURCHARGE FOR DELIVERY
1	350 Bags	X	\$ _____ (PER BAG)	= \$ _____	_____	_____	\$ _____ (PER BAG)

NAME OF BIDDER: _____

COOPERATIVE BID FORM PAGE 1 OF 4

SECTION IV – COOPERATIVE MEMBERS – 2nd TWELVE (12) MONTHS OPTION

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.

Please be aware that in accordance with N.J.A.C. 5:34-1 et seq. No price for a cooperative member can be different than the one offered to the County on the master contract. The law requires these cooperative prices be repeated on these cooperative member pages.

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.

Initial

LOT # 1

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		SUB TOTAL	SURCHARGE FOR DELIVERY
1	1,103 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)	\$ _____ (PER TON)
2	7,799 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)	\$ _____ (PER TON)
3	137 Tandem Loads	X	\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER LOAD)	\$ _____ (PER LOAD)
4	1,500 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)	\$ _____ (PER TON)
5	1,633 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)	\$ _____ (PER TON)
6	3,000 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)	\$ _____ (PER TON)

NAME OF BIDDER: _____

SECTION IV – COOPERATIVE MEMBERS – SECOND TWELVE (12) MONTHS OPTION

LOT # 1 -continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		SUB TOTAL		SURCHARGE FOR DELIVERY
7	702 Tons	X	\$ _____ (PER TON)	= \$ _____	_____	\$ _____ (PER TON)	_____
8	707 Tons	X	\$ _____ (PER TON)	= \$ _____	_____	\$ _____ (PER TON)	_____
9	600 Sq. Ft.	X	\$ _____ (PER SQ. FT)	= \$ _____	_____	\$ _____ (PER SQ. FT)	_____
10	1,525 Tons	X	\$ _____ (PER TON)	= \$ _____	_____	\$ _____ (PER TON)	_____
11	160 Tons	X	\$ _____ (PER TON)	= \$ _____	_____	\$ _____ (PER TON)	_____
12	160 Tons	X	\$ _____ (PER TON)	= \$ _____	_____	\$ _____ (PER TON)	_____
13	171 Tons	X	\$ _____ (PER TON)	= \$ _____	_____	\$ _____ (PER TON)	_____
14	1,256 Tons	X	\$ _____ (PER TON)	= \$ _____	_____	\$ _____ (PER TON)	_____
15	900 Tons	X	\$ _____ (PER TON)	= \$ _____	_____	\$ _____ (PER TON)	_____
16	425 Tons	X	\$ _____ (PER TON)	= \$ _____	_____	\$ _____ (PER TON)	_____
17	569 Tons	X	\$ _____ (PER TON)	= \$ _____	_____	\$ _____ (PER TON)	_____
18	1,254 Bags	X	\$ _____ (PER BAG)	= \$ _____	_____	\$ _____ (PER BAG)	_____
19	2,222 Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	_____	\$ _____ (PER LOAD MAX 10 CU YD)	_____
20	1,000 Lbs	X	\$ _____ (PER LB)	= \$ _____	_____	\$ _____ (PER LB)	_____

NAME OF BIDDER: _____

SECTION IV – COOPERATIVE MEMBERS – SECOND TWELVE (12) MONTHS OPTION

LOT # 1-continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
21	60 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
22	406 Each	X	\$ _____ (PER BLOCK)	= \$ _____	\$ _____ (PER BLOCK)
23	120 Gallons	X	\$ _____ (PER GALLON)	= \$ _____	\$ _____ (PER GALLON)
24	595 Bags	X	\$ _____ (PER BAG)	= \$ _____	\$ _____ (PER BAG)
25	135 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
26	170 Cu. Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER CUBIC YARD)
27	45 Cu.Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER CUBIC YARD)
28	30 Tandem Loads		\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER LOAD)

ASPHALT PRICE ADJUSTMENT PER TON \$ _____
(PER TON)

GRAND TOTAL LOT #1 \$ _____
(NOT TO EXCEED)

NAME OF BIDDER: _____

SECTION IV- COOPERATIVE MEMBERS – SECOND TWELVE (12) MONTHS

LOT # 2

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 2	SURCHARGE FOR DELIVERY
1	429 Pails	X	\$ _____ (PER PAIL)	= \$	_____ (NOT TO EXCEED)	\$ _____ (PER PAIL)

LOT # 3

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 3	SURCHARGE FOR DELIVERY
1	25 Gallons	X	\$ _____ (PER GALLON)	= \$	_____ (NOT TO EXCEED)	\$ _____ (PER GALLON)

LOT # 4

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 4	SURCHARGE FOR DELIVERY
1	1,308 Bags	X	\$ _____ (PER BAG)	= \$	_____ (NOT TO EXCEED)	\$ _____ (PER BAG)

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 the Treasury, Division of Revenue; or

A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION: 270-087-382200	SEQUENCE NUMBER: 007130
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 02/14/04
EFFECTIVE DATE: 02/01/01	<i>J.P. S. Tully</i>
FORM BRC(08-11)	<small>This Certificate is valid only for the state of New Jersey. It must be completed by an employer at their address.</small>

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1091907
Date of Issuance:	October 14, 2004
For Office Use Only:	280-41014112813633

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:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Subchapter S Corporation

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

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

BUSINESS ADDRESS:

Street Address	City	State	Zip
Code			

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

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

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

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

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

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

Subscribed and sworn before me this _____ day
of _____,

_____, 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF BIDDER: _____

COUNTY OF UNION NEW JERSEY
Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Bidder/Offeror: _____

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

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

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

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

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

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

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

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

Full Name (Print) _____ Signature _____

Title _____ Date _____

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: _____