



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

**ROAD MATERIALS**  
**UCCP# 38-2023**

- \_\_\_\_\_ 1. Bid Form Page(s)
- \_\_\_\_\_ 2. Bidder Signature Page – *follow instructions and fill out completely*
- \_\_\_\_\_ 3. Statement of Ownership Disclosure (2 pages)
- \_\_\_\_\_ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- \_\_\_\_\_ 5. Affirmative Action Requirement
- \_\_\_\_\_ 6. Americans with Disabilities Form
- \_\_\_\_\_ 7. Disclosure of Investment Activities in Iran Form
- \_\_\_\_\_ 8. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- \_\_\_\_\_ 9. Extension Form for Union County Cooperative Pricing System
- \_\_\_\_\_ 10. Distance Map
- \_\_\_\_\_ 11. 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 her designee on November 9, 2023, at **2:30 p.m.** prevailing time in the **3<sup>rd</sup> Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

### **UCCP# 38-2023 – 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. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

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

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3<sup>rd</sup> floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Laura M. Scutari, QPA, Director of Purchasing

## GENERAL SPECIFICATIONS

Revised 10/18/2021  
Commodities

### 1. RECEIPT OF BIDS

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

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

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

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

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

Alternate bids will not be accepted unless specifically requested.

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

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

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

### 2. BID AND PERFORMANCE GUARANTEE

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

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

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

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

### **3. QUALIFICATION OF BIDDERS**

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

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

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

### **4. RESERVATIONS**

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

### **5. AWARD AND EXECUTION OF CONTRACTS**

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

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

### **6. BRAND NAMES**

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

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

### **7. PATENT CLAIMS**

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

## **8. PREFERENCE FOR DOMESTIC PRODUCTS**

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

## **9. INSURANCE REQUIREMENTS**

Vendor shall procure and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of the work reflecting the following:

- a) **Commercial General Liability (CGL):** Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Union, its Board of County Commissioners, officers, employees, agents, servants and the State of New Jersey; are included as Additional Insured. The General Liability Insurance coverage is provided on primary and non-contributory basis to the County of Union, et al.
- b) **Automobile Liability:** Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) **Workers Compensation:** As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of County Commissioners, officers, employees, agents, servants is to be included in those policies of insurance where permitted by law.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

**\*Special Risks or Circumstances:** The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **10. INDEMNIFICATION REQUIREMENTS**

The Supplier shall indemnify, defend 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.

### **17. FEDERAL TERMS**

TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS/PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS.

NOT APPLICABLE

**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 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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; or**  
**Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, the County of Union (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

Proof of business registration shall be:

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

Register online at [www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml). Click the “online” link and then select “Register for Tax and Employer Purposes or call the Division at 609-292-9292.

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

- If possible, please submit all required proof of registration with the initial bid submission. Failure to submit proof of registration of the Proposer or any subcontractor named on the bid could delay the awarding of the bid, or result in the bid being rejected later. This is a non-waivable defect. This applies to construction bids, as well as non-construction bids.



## 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.

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.

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

### **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<sup>1</sup>**

<sup>1</sup>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:

$$A = (B) \times (I) \times (C) \times (M) \times (G)$$

**Where:**

**A = Asphalt Price Adjustment**

**B = Bid Price for Tack Coat/ Prime Coat**

**I = Asphalt Price Adjustment Factor**

**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**

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

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

**LOT # 2**

**Item # 1      Tack Kote                      Five (5) Gallon Pails**

**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**

**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".

<b>LOT # 1</b>		<b>LOT # 1 (continued)</b>		<b>LOT # 2</b>	
Item # 1	1,200 Tons	Item # 15	2,150 Tons	Item # 1	25 Pails
Item # 2	5,000 Tons	Item # 16	50 Tons	<b>LOT # 3</b>	
Item # 3	300 Tandem Loads	Item # 17	300 Tons	Item # 1	750 Gallons
Item # 4	25 Tons	Item # 18	220 Bags	<b>LOT # 4</b>	
Item # 5	50 Tons	Item # 19	100 Cubic Yards	Item # 1	250 Bags
Item # 6	50 Tons	Item # 20	50 Lbs		
Item # 7	75 Tons	Item # 21	500 Tons		
Item # 8	60 Tons	Item # 22	75 Each		
Item # 9	500 Sq. Ft.	Item # 23	30 Gallons		
Item # 10	1400 Tons	Item # 24	500 Bags		
Item # 11	100 Tons	Item # 25	300 Tons		
Item # 12	295 Tons	Item # 26	150 Cubic Yards		
Item # 13	550 Tons	Item # 27	150 Cubic Yards		
Item # 14	3,400 Tons	Item # 28	60 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.



**PARTICIPATING COOPERATIVE INDIVIDUAL MEMBERS ESTIMATES**

The following represents a total derived from all participating Cooperative Members 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".

<b>LOT # 1</b>		<b>LOT # 1 (continued)</b>		<b>LOT # 2</b>	
Item # 1	3,450 Tons	Item # 15	745 Tons	Item # 1	721 Pails
Item # 2	10,945 Tons	Item # 16	250 Tons	<b>LOT # 3</b>	
Item # 3	160 Tandem Loads	Item # 17	540 Tons	Item # 1	285 Gallons
Item # 4	2,000 Tons	Item # 18	1,512 Bags	<b>LOT # 4</b>	
Item # 5	1,540 Tons	Item # 19	766 Cubic Yards	Item # 1	600 Bags
Item # 6	2,000 Tons	Item # 20	2,520 Lbs		
Item # 7	690 Tons	Item # 21	1,145 Tons		
Item # 8	460 Tons	Item # 22	328 Each		
Item # 9	0 Sq. Ft.	Item # 23	6 Gallons		
Item # 10	3,735 Tons	Item # 24	1,606 Bags		
Item # 11	1,375 Tons	Item # 25	150 Tons		
Item # 12	654 Tons	Item # 26	958 Cubic Yards		
Item # 13	1,355 Tons	Item # 27	810 Cubic Yards		
Item # 14	2,895 Tons	Item # 28	734 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.

ADDRESSES OF PARTICIPATING COOPERATIVE MEMBERS

TOWNSHIP OF CLARK  
SCOTT McCABE – 732-396-1612  
430 WESTFIELD AVE.  
CLARK, NJ 07066

TOWN OF DOVER  
JEFF GUEVARA – 973-366-2200 ext. 3130  
211 NORTH SUSSES STREET  
DOVER, NJ 07801

CITY OF ELIZABETH – DPW  
JOHN PAPETTI – 908-820-4100  
50 WINFIELD SCOTT PLAZA  
ELIZABETH, NJ 07201

BOROUGH OF FANWOOD  
CLINT DICKSEN – 908-322-7404  
75 N.MARTINE AVENUE  
FANWOOD, NJ 07831

BOROUGH OF KENILWORTH  
GREGORY BUDESHEIM – 908-276-5073  
401 SHERIDAN AVE.  
KENILWORTH, NJ 07033

BOROUGH OF MADISON  
KEVIN O'KEEFE – 973-593-3036  
50 KINGS ROAD  
MADISON, NJ 07940

BOROUGH OF NEW PROVIDENCE  
RALPH PARLAPIANO – 908-665-1076  
360 ELKWOOD AVE.  
NEW PROVIDENCE, NJ 07974

ROXBURY TOWNSHIP  
PAUL LABELL – 973-598-7015  
96 N. DELL AVE.  
KENVIL, NJ 07847

CITY OF SUMMIT  
MICHELLE CAPUTO – 908-277-6404  
512 SPRINGFIELD AVENUE  
SUMMIT, NJ 07901

TOWNSHIP OF WOODBRIDGE  
KEVIN TEEHAN – 732-738-1311 EXT. 3045  
225 SMITH STREET  
KEASBEY, NJ 08832

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	1400 Tons	X	\$ _____ (PER TON)	=	\$ _____	\$ _____ (PER TON)
11	100 Tons	X	\$ _____ (PER TON)	=	\$ _____	\$ _____ (PER TON)
12	295 Tons	X	\$ _____ (PER TON)	=	\$ _____	\$ _____ (PER TON)

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

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

LOT # 1

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
13	550 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
14	3,400 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
15	2,150 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
16	50 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
17	300 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
18	220 Bags	X	\$ _____ (PER BAG)	= \$ _____	\$ _____ (PER BAG)
19	100 Cu. Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)
20	50 Lbs	X	\$ _____ (PER LB)	= \$ _____	\$ _____ (PER LB)
21	500 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
22	75 Each	X	\$ _____ (PER BLOCK)	= \$ _____	\$ _____ (PER BLOCK)
23	30 Gallons	X	\$ _____ (PER GALLON)	= \$ _____	\$ _____ (PER GALLON)
24	500 Bags	X	\$ _____ (PER BAG)	= \$ _____	\$ _____ (PER BAG)
25	300 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
26	150 Cu. Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER CUBIC YARD)

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



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

LOT # 4

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 4		SURCHARGE FOR DELIVERY
1	250 Bags	X	\$ _____ (PER BAG)	= \$	_____	(NOT TO EXCEED)	\$ _____ (PER BAG)

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

SECTION II – COUNTY OF UNION – 2<sup>ND</sup> 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	1400 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
11	100 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
12	295 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
13	550 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
14	3,400 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
15	2,150 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)

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



SECTION II – COUNTY OF UNION – 2<sup>ND</sup> TWELVE (12) MONTHS OPTION

LOT # 1 –continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
16	50 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
17	300 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
18	220 Bags	X	\$ _____ (PER BAG)	= \$ _____	\$ _____ (PER BAG)
19	100 Cu. Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)
20	50 Lbs	X	\$ _____ (PER LB)	= \$ _____	\$ _____ (PER LB)
21	500 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
22	75 Each	X	\$ _____ (PER BLOCK)	= \$ _____	\$ _____ (PER BLOCK)
23	30 Gallons	X	\$ _____ (PER GALLON)	= \$ _____	\$ _____ (PER GALLON)
24	500 Bags	X	\$ _____ (PER BAG)	= \$ _____	\$ _____ (PER BAG)
25	300 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
26	150 Cu. Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)
27	150 Cu. Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)
28	60 Tandem Loads		\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER LOAD)
<b>ASPHALT PRICE ADJUSTMENT PER TON</b>					\$ _____ (PER TON)
<b>GRAND TOTAL LOT #1</b>					\$ _____ <b>(NOT TO EXCEED)</b>

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

SECTION II – COUNTY OF UNION – 2<sup>ND</sup> TWELVE (12) MONTHS OPTION

**LOT # 2**

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	=	GRAND TOTAL LOT # 2	SURCHARGE FOR DELIVERY
1	25 Pails	X	\$ _____ (PER PAIL)	=	\$ _____ (NOT TO EXCEED)	\$ _____ (PER PAIL)

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**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)

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**LOT # 4**

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	=	GRAND TOTAL LOT # 4	SURCHARGE FOR DELIVERY
1	250 Bags	X	\$ _____ (PER BAG)	=	\$ _____ (NOT TO EXCEED)	\$ _____ (PER BAG)

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

**SECTION III – COOPERATIVE MEMBERS – 1<sup>ST</sup> TWELVE (12) MONTHS**

[  ] **CHECK HERE** IF WILLING TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO REGISTERED MEMBERS OF THE UNION COUNTY COOPERATIVE PRICING SYSTEM, 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 MEMBERS IDENTIFIED HEREIN BY SEPARATE CONTRACT, SUBJECT TO THE OVERALL TERMS OF THE MASTER CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICES OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPECIFICATIONS.

[  ] **CHECK HERE** IF NOT WILLING TO EXTEND PRICES TO REGISTERED MEMBERS OF UNION COUNTY COOPERATIVE PRICING SYSTEM, IDENTIFIER #8-UCCP WHO HAVE SUBMITTED ESTIMATES AS DESCRIBED IN THE SPECIFICATIONS. IT IS UNDERSTOOD THAT THIS WILL NOT ADVERSELY AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE 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 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): 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	1,005 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
2	4,900 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
3	110 Tandem Loads X	\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER LOAD)
4	20 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
5	320 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)

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

**SECTION III – COOPERATIVE MEMBERS – 1<sup>ST</sup> TWELVE (12) MONTHS**

**LOT # 1 - continued**

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
6	1,024 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
7	150 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
8	360 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
9	250 Sq. Ft. X	\$ _____ (PER SQ. FT)	= \$ _____	\$ _____ (PER SQ. FT)
10	1,435 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
11	670 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
12	410 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
13	660 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
14	710 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
15	650 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
16	170 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
17	410 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
18	900 Bags X	\$ _____ (PER BAG)	= \$ _____	\$ _____ (PER BAG)
19	1,560 Cu.Yds. X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)

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

**SECTION III – COOPERATIVE MEMBERS – 1<sup>ST</sup> TWELVE (12) MONTHS**

**LOT # 1 - continued**

<b>ITEM #</b>	<b>QUANTITY (MORE OR LESS)</b>	<b>UNIT PRICE</b>	<b>SUB TOTAL</b>	<b>SURCHARGE FOR DELIVERY</b>
20	525 Lbs X	\$ _____ (PER LB)	= \$ _____	\$ _____ (PER LB)
21	300 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
22	241 Each X	\$ _____ (PER BLOCK)	= \$ _____	\$ _____ (PER BLOCK)
23	30 Gallons X	\$ _____ (PER GALLON)	= \$ _____	\$ _____ (PER GALLON)
24	809 Bags X	\$ _____ (PER BAG)	= \$ _____	\$ _____ (PER BAG)
25	225 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
26	665 Cu. Yds. X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)
27	605 Cu. Yds. X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)
28	563 Tandem Loads X	\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER LOAD)
<b>ASPHALT PRICE ADJUSTMENT PER TON</b>				\$ _____ (PER TON)

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

**LOT # 2**

<b>ITEM #</b>	<b>QUANTITY (MORE OR LESS)</b>	<b>UNIT PRICE</b>	<b>GRAND TOTAL LOT # 2</b>	<b>SURCHARGE FOR DELIVERY</b>
1	377 Pails X	\$ _____ (PER PAIL)	= \$ _____ (NOT TO EXCEED)	\$ _____ (PER PAIL)

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

**SECTION III – COOPERATIVE MEMBERS – 1<sup>st</sup> TWELVE (12) MONTHS**

**LOT # 3**

<b>ITEM #</b>	<b>QUANTITY (MORE OR LESS)</b>	<b>UNIT PRICE</b>	<b>GRAND TOTAL LOT # 3</b>	<b>SURCHARGE FOR DELIVERY</b>
1	0 Gallons X	\$ _____ (PER GALLON)	= \$ _____ (NOT TO EXCEED)	\$ _____ (PER GALLON)

---

**LOT # 4**

<b>ITEM #</b>	<b>QUANTITY (MORE OR LESS)</b>	<b>UNIT PRICE</b>	<b>GRAND TOTAL LOT # 4</b>	<b>SURCHARGE FOR DELIVERY</b>
1	410 Bags X	\$ _____ (PER BAG)	= \$ _____ (NOT TO EXCEED)	\$ _____ (PER BAG)

---

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

**SECTION IV – COOPERATIVE MEMBERS – 2<sup>nd</sup> TWELVE (12) MONTHS OPTION**

[  ] **CHECK HERE IF WILLING TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO REGISTERED MEMBERS OF THE UNION COUNTY COOPERATIVE PRICING SYSTEM, 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 MEMBERS IDENTIFIED HEREIN BY SEPARATE CONTRACT, SUBJECT TO THE OVERALL TERMS OF THE MASTER CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICES OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPEIFICATIONS.**

[  ] **CHECK HERE IF NOT WILLING TO EXTEND PRICES TO REGISTERED MEMBERS OF UNION COUNTY COOPERATIVE PRICING SYSTEM, IDENTIFIER #8-UCCP WHO HAVE SUBMITTED ESTIMATES AS DESCRIBED IN THE SPECIFICATIONS. IT IS UNDERSTOOD THAT THIS WILL NOT ADVERSELY AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE 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 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): 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	1,005 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
2	4,850 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
3	110 Tandem Loads X	\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER LOAD)
4	20 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
5	320 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)

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

SECTION IV – COOPERATIVE MEMBERS – 2<sup>ND</sup> TWELVE (12) MONTHS OPTION

LOT # 1 - continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
6	924 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
7	150 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
8	360 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
9	250 Sq. Ft.	X	\$ _____ (PER SQ. FT)	= \$ _____	\$ _____ (PER SQ. FT)
10	1,435 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
11	670 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
12	410 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
13	660 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
14	710 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
15	650 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
16	170 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
17	410 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
18	900 Bags	X	\$ _____ (PER BAG)	= \$ _____	\$ _____ (PER BAG)
19	1,560 Cu.Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)

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



**SECTION IV – COOPERATIVE MEMBERS – 2<sup>ND</sup> TWELVE (12) MONTHS OPTION**

**LOT # 1 - continued**

<b>ITEM #</b>	<b>QUANTITY (MORE OR LESS)</b>	<b>UNIT PRICE</b>	<b>SUB TOTAL</b>	<b>SURCHARGE FOR DELIVERY</b>
20	525 Lbs X	\$ _____ (PER LB)	= \$ _____	\$ _____ (PER LB)
21	300 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
22	235 Each X	\$ _____ (PER BLOCK)	= \$ _____	\$ _____ (PER BLOCK)
23	30 Gallons X	\$ _____ (PER GALLON)	= \$ _____	\$ _____ (PER GALLON)
24	809 Bags X	\$ _____ (PER BAG)	= \$ _____	\$ _____ (PER BAG)
25	225 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
26	665 Cu. Yds. X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)
27	605 Cu. Yds. X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)
28	563 Tandem Loads X	\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER LOAD)
<b>ASPHALT PRICE ADJUSTMENT PER TON</b>				\$ _____ (PER TON)
<b>GRAND TOTAL LOT #1</b>			\$ _____	<b>(NOT TO EXCEED)</b>

**LOT # 2**

<b>ITEM #</b>	<b>QUANTITY (MORE OR LESS)</b>	<b>UNIT PRICE</b>	<b>GRAND TOTAL LOT # 2</b>	<b>SURCHARGE FOR DELIVERY</b>
1	377 Pails X	\$ _____ (PER PAIL)	= \$ _____ (NOT TO EXCEED)	\$ _____ (PER PAIL)

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

COOPERATIVE BID FORM PAGE 4 OF 4

SECTION IV – COOPERATIVE MEMBERS – 2<sup>ND</sup> TWELVE (12) MONTHS OPTION

LOT # 3

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	GRAND TOTAL LOT # 3	SURCHARGE FOR DELIVERY
1	0 Gallons X	\$ _____ (PER GALLON)	= \$ _____ (NOT TO EXCEED)	\$ _____ (PER GALLON)

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LOT # 4

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	GRAND TOTAL LOT # 4	SURCHARGE FOR DELIVERY
1	400 Bags X	\$ _____ (PER BAG)	= \$ _____ (NOT TO EXCEED)	\$ _____ (PER BAG)

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

MAP

Attach copy of Google Map or Mapquest from address of asphalt plant to nearest Union County Boarder as per Page 16.

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

Pursuant to N.J.S.A. 52:32-44, the County of Union ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

Proof of registration 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

ATTACH BRC HERE

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

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

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

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

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

**Part II**

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

**OR**

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

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

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

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

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

SS:

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

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

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

NAME OF CONTRACTOR

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

(Original signature only; stamped signature not accepted)

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

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

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

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

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

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

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



AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

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

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

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

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name \_\_\_\_\_ (Please print or type)

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

COUNTY OF UNION NEW JERSEY  
Division of Purchasing  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

---

Solicitation Number: \_\_\_\_\_ Vendor/Bidder: \_\_\_\_\_

---

**PART 1**  
**CERTIFICATION**  
VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

- A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.
- OR**
- B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.
- 

**PART 2**

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: \_\_\_\_\_  
RELATIONSHIP TO VENDOR/BIDDER: \_\_\_\_\_  
DESCRIPTION OF ACTIVITIES: \_\_\_\_\_  
DURATION OF ENGAGEMENT: \_\_\_\_\_  
ANTICIPATED CESSATION DATE: \_\_\_\_\_  
VENDOR/BIDDER CONTACT NAME: \_\_\_\_\_  
VENDOR/BIDDER CONTACT PHONE#: \_\_\_\_\_  
*Attach Additional Sheets If Necessary*

---

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

---

COUNTY OF UNION  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

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

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

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

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

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

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

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

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