



# COUNTY OF UNION

## *BID SUBMISSION CHECKLIST*

### ROAD MATERIALS (REBID)

UCCP 52-2014

- \_\_\_\_\_ 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

## Invitation to Bid

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on, **September 24, 2014** 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:

### **ROAD MATERIALS (REBID) UCCP 52-2014**

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

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

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

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

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

Michael M. Yuska-Director of Purchasing.

**UNION COUNTY BOARD  
OF CHOSEN FREEHOLDERS**

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*We're Connected to You!*

## GENERAL SPECIFICATIONS

Revised 07/28/14  
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.

- 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 shall be included as an additional insured.
- 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.

Coverage on Primary and Non-contributory Basis: The Certificate of Insurance should indicate that all insurance coverages will be provided on a primary and non-contributory basis to the County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants

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

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



## **BUSINESS REGISTRATION CERTIFICATE**

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

The recently enacted P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of 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](http://www.nj.gov/treasury/revenue/busregcert.shtml). Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

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

**FAILURE** to submit proof of registration of the Proposer or any subcontractor named on the 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 COOPERATIVE PRICING SYSTEM

### NOTICE TO BIDDERS

The purpose and intent of this public bid is the acquisition for the County of Union of a reputable and experienced vendor who can furnish and deliver **ROAD MATERIALS** at various locations in Union County as per the following specifications.

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

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

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

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

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

### **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 allowed 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**

<b>Item # 14</b>	<b>Quarry Process Type Class A</b>	<b>Tons</b>
<b>Item # 15</b>	<b>Road Blend “Recycled Concrete Asphalt” DGA</b>	<b>Tons</b>
<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>

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

**LOT # 2**

<b>Item # 1</b>	<b>Tack Kote</b>	<b>Five (5) Gallon Pails</b>
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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**

<b>Item # 1</b>	<b>Cold Mix Bagged QPR or UPM</b>	<b>50 lb.Bags</b>
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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".

<b>LOT # 1</b>		<b>LOT # 1 (continued)</b>		<b>LOT # 2</b>	
Item # 1	1,200 Tons	Item # 15	1,150 Tons	Item # 1	45 Pails
Item # 2	10,000 Tons	Item # 16	50 Tons	<b>LOT # 3</b>	
Item # 3	300 Tandem Loads	Item # 17	270 Tons	Item # 1	750 Gallons
Item # 4	25 Tons	Item # 18	200 Bags	<b>LOT # 4</b>	
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	300 Tons		
Item # 8	60 Tons	Item # 22	50 Each		
Item # 9	500 Sq. Ft.	Item # 23	30 Gallons		
Item # 10	750 Tons	Item # 24	300 Bags		
Item # 11	50 Tons	Item # 25	200 Tons		
Item # 12	250 Tons	Item # 26	50 Cubic Yards		
Item # 13	350 Tons	Item # 27	50 Cubic Yards		
Item # 14	3,000 Tons				

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".

		NEW PROVIDENCE	MOUNTAIN- SIDE	GARWOOD	ELIZABETH	SCOTCH PLAINS	KENILWORTH	UNION CO COLLEGE	CLARK	TOTAL	
LOT#	ITEM #										
1	1				100	2,500		150	12	2,762	Tons
	2	2,000		50	500	5,000	80	50		7,680	Tons
	3				500	1,000				1,500	Tandem Loads
	4	500								500	Tons
	5	100				500		70		670	Tons
	6	200				1,000				1,200	Tons
	7	100			1,000	500				1,600	Tons
	8	100	20	20	200	1,000			40	1,380	Tons
	9							1,500		1,500	Sq Ft
	10	150			100	1,000		20	20	1,290	Tons
	11	50	5		100	1,000				1,155	Tons
	12				100	500				600	Tons
	13		2		100	1,000				1,102	Tons
	14	200			500	1,000				1,700	Tons
	15	250			400	1,000			20	1,670	Tons
	16	100			100	1,000				1,200	Tons
	17	75			200	500				775	Tons
	18	25			500	50				575	Bags
	19	50			1,000	1,000				2,050	Cu Yds
	20				100			100		200	Lbs
	21					500				500	Tons
	22	25			50	1,000				1,075	Each
	23									-	Gallons
	24				200	50				250	Bags
	25				100				20	120	Tons
	26				500	100		60	10	670	Cu Yds
	27				500	1,000				1,500	Cu Yds
2	1	25		10	50	100		20	5	210	Pails
3	1									-	Gallons
4	1		10		500	200	168		30	908	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

BOROUGH OF NEW PROVIDENCE  
360 ELKWOOD AVENUE  
NEW PROVIDEND NJ 07974

BOROUGH OF MOUNTAINSIDE  
1385 ROUTE #22 EAST  
MOUNTAINSIDE NJ 07092

BOROUGH OF GARWOOD  
403 SOUTH AVENUE  
GARWOOD NJ 07027

CITY OF ELIZABETH  
50 WINFIELD SCOTT PLAZA  
ELIZABETH NJ 07201

TOWNSHIP OF SCOTCH PLAINS  
430 PARK AVENUE  
SCOTCH PLAINS NJ 07076

BOROUGH OF KENILWORTH  
567 BOULEVARD  
KENILWORTH NJ 07033

UNION COUNTY COLLEGE  
1033 SPRINGFIELD AVE  
CRANFORD NJ 07016

TOWNSHIP OF CLARK  
430 WESTFIELD AVENUE  
CLARK NJ 07066



**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 – 1<sup>ST</sup> 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	10,000 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)	
3	300 Tandem Loads	X	\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER TON)	
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	750 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)	
11	50 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)	
12	250 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)	

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

SECTION I – COUNTY OF UNION – 1<sup>ST</sup> TWELVE (12) MONTHS

LOT # 1 -continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	= \$	SUB TOTAL	SURCHARGE FOR DELIVERY
13	350 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____	\$ _____ (PER TON)
14	3,000 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____	\$ _____ (PER TON)
15	1,150 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____	\$ _____ (PER TON)
16	50 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____	\$ _____ (PER TON)
17	270 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____	\$ _____ (PER TON)
18	200 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	300 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____	\$ _____ (PER TON)
22	50 Each	X	\$ _____ (PER BLOCK)	= \$ _____	\$ _____	\$ _____ (PER BLOCK)
23	30 Gallons	X	\$ _____ (PER GALLON)	= \$ _____	\$ _____	\$ _____ (PER GALLON)
24	300 Bags	X	\$ _____ (PER BAG)	= \$ _____	\$ _____	\$ _____ (PER BAG)
25	200 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____	\$ _____ (PER TON)

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

SECTION I – COUNTY OF UNION – 1<sup>ST</sup> TWELVE (12) MONTHS

LOT # 1 -continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
26	50 Cu. Yds. X	\$	<u>                    </u> (PER CUBIC YARD)	= \$ <u>                    </u>	\$ <u>                    </u> (PER LOAD/MAX 10 CU YD)
27	50 Cu. Yds. X	\$	<u>                    </u> (PER CUBIC YARD)	= \$ <u>                    </u>	\$ <u>                    </u> (PER LOAD/MAX 10 CU YD)
<b>GRAND TOTAL LOT #1</b>				\$ <u>                    </u>	
				(NOT TO EXCEED)	

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LOT # 2

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	GRAND TOTAL LOT # 2	SURCHARGE FOR DELIVERY
1	45 Pails X	\$	<u>                    </u> (PER PAIL)	= \$ <u>                    </u> (NOT TO EXCEED)	\$ <u>                    </u> (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	\$	<u>                    </u> (PER GALLON)	= \$ <u>                    </u> (NOT TO EXCEED)	\$ <u>                    </u> (PER GALLON)

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

SECTION I – COUNTY OF UNION – 1<sup>ST</sup> TWELVE (12) MONTHS

LOT # 4

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 4		SURCHARGE FOR DELIVERY
1	450 Bags	X	\$ _____ (PER BAG)	= \$	_____	(NOT TO EXCEED)	\$ _____ (PER BAG)

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

**SECTION II – COOPERATIVE MEMBERS**

[ ] 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 \_\_\_\_\_

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

**LOT # 1**

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
1	2,762 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
2	7,680 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
3	1,500 Tandem Loads X	\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER TON)
4	500 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
5	670 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)

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

SECTION II – 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	1,200 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
7	1,600 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
8	1,380 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
9	1,500 Sq. Ft.	X	\$ _____ (PER SQ. FT)	= \$ _____		\$ _____ (PER SQ. FT)	
10	1,290 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
11	1,155 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
12	600 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
13	1,102 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
14	1,700 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
15	1,670 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
16	1,200 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
17	775 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
18	575 Bags	X	\$ _____ (PER BAG)	= \$ _____		\$ _____ (PER BAG)	
19	2,050 Cu.Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____		\$ _____ (PER LOAD MAX 10 CU YD)	

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

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

LOT # 1 - continued

ITEM #	QUANTITY (MORE OR LESS)			UNIT PRICE	= \$	SUB TOTAL	SURCHARGE FOR DELIVERY
20	200 Lbs	X	\$	_____	= \$	_____	\$ _____
				(PER LB)			(PER LB)
21	500 Tons	X	\$	_____	= \$	_____	\$ _____
				(PER TON)			(PER TON)
22	1,075 Each	X	\$	_____	= \$	_____	\$ _____
				(PER BLOCK)			(PER BLOCK)
23	1 Gallons	X	\$	_____	= \$	_____	\$ _____
				(PER GALLON)			(PER GALLON)
24	250 Bags	X	\$	_____	= \$	_____	\$ _____
				(PER BAG)			(PER BAG)
25	120 Tons	X	\$	_____	= \$	_____	\$ _____
				(PER TON)			(PER TON)
26	670 Cu. Yds.	X	\$	_____	= \$	_____	\$ _____
				(PER CUBIC YARD)			(PER LOAD/MAX 10 CU YD)
27	1,500 Cu. Yds.	X	\$	_____	= \$	_____	\$ _____
				(PER CUBIC YARD)			(PER LOAD/MAX 10 CU YD)

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

LOT # 2

ITEM #	QUANTITY (MORE OR LESS)			UNIT PRICE	= \$	GRAND TOTAL LOT # 2	SURCHARGE FOR DELIVERY
1	210 Pails	X	\$	_____	= \$	_____	\$ _____
				(PER PAIL)		(NOT TO EXCEED)	(PER PAIL)

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

**SECTION II – 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	1 Gallons X	\$ _____ (PER GALLON)	= \$ _____ (NOT TO EXCEED)	\$ _____ (PER GALLON)

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**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	908 Bags X	\$ _____ (PER BAG)	= \$ _____ (NOT TO EXCEED)	\$ _____ (PER BAG)

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



SECTION III – 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	10,000 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
3	300 Tandem Loads	X	\$ _____ (PER TANDEM LOAD)	= \$ _____		\$ _____ (PER TON)	
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	750 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
11	50 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
12	250 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
13	350 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
14	3,000 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
15	1,150 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	

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

SECTION III – 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	270 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____	\$ _____ (PER TON)	
18	200 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	300 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____	\$ _____ (PER TON)	
22	50 Each	X	\$ _____ (PER BLOCK)	= \$ _____	\$ _____	\$ _____ (PER BLOCK)	
23	30 Gallons	X	\$ _____ (PER GALLON)	= \$ _____	\$ _____	\$ _____ (PER GALLON)	
24	300 Bags	X	\$ _____ (PER BAG)	= \$ _____	\$ _____	\$ _____ (PER BAG)	
25	200 Tons	X	\$ _____ (PER TON)	= \$ _____	\$ _____	\$ _____ (PER TON)	
26	50 Cu. Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)	
27	50 Cu.Yds.	X	\$ _____ (PER CUBIC YARD)	= \$ _____	\$ _____	\$ _____ (PER LOAD/MAX 10 CU YD)	

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

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

SECTION III – 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	45 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)

---

**LOT # 4**

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	=	GRAND TOTAL LOT # 4	SURCHARGE FOR DELIVERY
1	450 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	2,762 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
2	7,680 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
3	1,500 Tandem Loads X	\$ _____ (PER TANDEM LOAD)	= \$ _____	\$ _____ (PER TON)
4	500 Tons X	\$ _____ (PER TON)	= \$ _____	\$ _____ (PER TON)
5	670 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	1,200 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
7	1,600 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
8	1,380 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
9	1,500 Sq. Ft.	X	\$ _____ (PER SQ. FT)	= \$ _____		\$ _____ (PER SQ. FT)	
10	1,290 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
11	1,155 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
12	600 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
13	1,102 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
14	1,700 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
15	1,670 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
16	1,200 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
17	775 Tons	X	\$ _____ (PER TON)	= \$ _____		\$ _____ (PER TON)	
18	575 Bags	X	\$ _____ (PER BAG)	= \$ _____		\$ _____ (PER BAG)	
19	2,050 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

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
20	200 Lbs X	\$ _____	= \$ _____	\$ _____	\$ _____
		(PER LB)			(PER LB)
21	500 Tons X	\$ _____	= \$ _____	\$ _____	\$ _____
		(PER TON)			(PER TON)
22	1,075 Each X	\$ _____	= \$ _____	\$ _____	\$ _____
		(PER BLOCK)			(PER BLOCK)
23	1 Gallons X	\$ _____	= \$ _____	\$ _____	\$ _____
		(PER GALLON)			(PER GALLON)
24	250 Bags X	\$ _____	= \$ _____	\$ _____	\$ _____
		(PER BAG)			(PER BAG)
25	120 Tons X	\$ _____	= \$ _____	\$ _____	\$ _____
		(PER TON)			(PER TON)
26	670 Cu. Yds. X	\$ _____	= \$ _____	\$ _____	\$ _____
		(PER CUBIC YARD)			(PER LOAD/MAX 10 CU YD)
27	1,500 Cu.Yds. X	\$ _____	= \$ _____	\$ _____	\$ _____
		(PER CUBIC YARD)			(PER LOAD/MAX 10 CU YD)

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

LOT # 2

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	GRAND TOTAL LOT # 2	SURCHARGE FOR DELIVERY
1	210 Pails X	\$ _____	= \$ _____	\$ _____
		(PER PAIL)	(NOT TO EXCEED)	(PER PAIL)

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

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	1 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	908 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 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 SERVICES CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON NJ 08646
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION: 870-087-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 02/14/04	
EFFECTIVE DATE: 02/01/01		
ONLY BRC(08-01)		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823633

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:**

---

<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Code</b>			

---

<b>Telephone #</b>	<b>Fax #</b>
--------------------	--------------

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

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

**STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)**

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

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

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

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

Subscribed and sworn before me this \_\_\_\_\_ day  
of \_\_\_\_\_,

\_\_\_\_\_, 2 \_\_\_\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF \_\_\_\_\_ SS:  
COUNTY OF \_\_\_\_\_

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

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

NAME OF CONTRACTOR

\_\_\_\_\_  
Sign Name Here  
(Original signature only; stamped signature not accepted)

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

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

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

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:  
1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

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

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

**AFFIRMATIVE ACTION REQUIREMENT**

Rev. 6/29/93

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

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

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

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

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

---

Print or type FIRM NAME here

---

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

---

Print or type NAME and TITLE here

---

Print or type DATE

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

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

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

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

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

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

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

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

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