BID SPECIFICATION FOR

VARIOUS ROAD CONSTRUCTION MATERIAL WHICH INCLUDES DENSE GRADED AGGREGATE, CLEAN BROKEN STONE, BITUMINOUS ASPHALT (WINTER USE), SODIUM CHLORIDE, REINFORCED CONCRETE PIPE, PLASTIC DRAINAGE PIPE, INLET FRAMES AND GRATES, MANHOLE FRAMES AND GRATES, HIGH PERFORMANCE COLD PATCH MATERIALS

SPECIFICATIONS

FOR THE TOWNSHIP OF OCEAN
Monmouth County, New Jersey

Bids will be received by the Township Manager of the Township of Ocean at the Township of Ocean Council Conference Room, Second Floor, Deal and Monmouth Roads, Oakhurst, NJ on TUESDAY, NOVEMBER 22, 2011, AT 10:00 A.M.

Prepared by

Name of Bidder:_____

Address:_____

_____

Phone: _____

2. Table of Contents

3 Legal Notice

4-11 Instruction to Bidders

12 Requirements of Prospective Bidder
(Explanation of Statement of Ownership)

13 Invitation of Bid

14-21 Detailed Requirements

22 Bid Document Checklist

23-27 Bid Proposal

28 Bid Guarantee

29 Consent of Surety

30 Stockholder Disclosure Certificate

31-32 Bidder Qualification Form

33 Non-Collusion Affidavit

34 Mandatory Affirmative Action Language – Exhibit A

35 Procurement and Service Contract

36-37 Insurance Specifications – Schedule A

38 List of Subcontractors

39 Bidder Reference Sheet

Attach: Business Registration Certificate (Chap. 57, Laws 2004-S1778)
(required for Contractor & Sub-contractor)

NOTE: THIS PACKET CONTAINS A COMPLETE SET OF INSTRUCTIONS, BIDDING FORMS AND SPECIFICATIONS. WHEN SUBMITTING A BID YOU MUST RETURN THE COMPLETE PACKET.

LEGAL NOTICE

PLEASE PUBLISH ONE (1) TIME IN THE <u>SATURDAY, NOVEMBER 5, 2011</u> ISSUE OF THE ASBURY PARK PRESS.

LEGAL NOTICE ***LEGAL NOTICE*** ***LEGAL NOTICE***

TOWNSHIP OF OCEAN – COUNTY OF MONMOUTH

TAKE NOTICE that sealed proposals will be received by the **TOWNSHIP MANAGER** of the Township of Ocean in the County of Monmouth, New Jersey for the following:

1. Recap Tires, Accessories and Road Service
2. Various Road Construction Materials
3. Motor Oil and Lubricants

as more particularly described in the Bid Specifications and Bid Proposal Forms.

SAID BIDS WILL BE OPENED and read in public by the Township Clerk in Manager's Conference Room, Third Level, Town Hall, 399 Monmouth Road, Oakhurst, New Jersey, on **TUESDAY, NOVEMBER 22, 2011** at **10:00 a.m.** prevailing time.

OBTAINING/EXAMINING BID DOCUMENTS: Bid documents will be on file in the Office of the DEPARTMENT OF PUBLIC WORKS located at 399 Monmouth Road, Oakhurst, New Jersey and may be inspected by prospective bidders during normal business hours.

BID SECURITY: Is required in an amount of not less than ten percent (10%) of the total amount indicated in the Bid, but not in excess of Twenty Thousand Dollars ($20,000.00); and may for certain equipment, materials and services be accompanied by a Certificate of Surety from a surety company authorized to do business in the State of New Jersey indicating consent to be bound as surety and guarantor for performance required under the contract documents.

SUBMISSION OF BIDS: The completed bid form and other items required shall be placed in sealed envelopes including the name and address of the bidder and the name of the item on the outside, addressed to the **Township Clerk**, Township of Ocean, and delivered prior to bid opening to the Township Clerk at Town Hall, First Floor, 399 Monmouth Road, Oakhurst, NJ.

STATUTORY REQUIREMENTS: Bidders are required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action); and P.L. 1963, C. 150 (Prevailing Wage) and must include a Statement of Ownership of 10% or more of the stock of the bidder corporation or partnership pursuant to P.L. 1977, C. 33 of the laws of New Jersey.

REJECTION OF BIDS: The Township Council reserves the right to reject any and all bids or to waive any formalities, where such formality is detrimental to the best interest of the Municipality.

By order of Mayor and Council of the Township of Ocean.

VINCENT BUTTIGLIERI, RMC/CMC/MMC
Township Clerk

SECTION A: INSTRUCTION TO BIDDERS AND STATUTORY REQUIREMENTS

I. Submission of Bids

A. Sealed bids shall be received by the Township of Ocean, hereinafter referred to as "owner" in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

B. Sealed bids will be received by the Township Manager, Andrew Brannen, 399 Monmouth Road, Oakhurst, New Jersey 07755 on **Tuesday, November 22, 2011** at 10:00 a.m. as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

C. The bid shall be submitted in a sealed envelope: (1) addressed to the Township of Ocean, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title.

D. It is the bidder's responsibility that bids are presented to the Township of Ocean at the time and place designed. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned opened.

E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of (60) sixty calendar days.

F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind may be rejected by the owner, Any changes, whiteouts, strikeouts, etc, in the bid must be entitled with ink by the person signing the bid.

G. Each bid proposal form must give the full business address, business phone, Fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of State in which incorporated and

must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.

- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- NJSA 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- NJSA 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- NJSA 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY AND BONDNING REQUIREMENTS

The following provisions shall be applicable to this bid and be made a part of bid documents:

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashiers check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of $20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to NJSA 40A"11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to NJSA 40A:11-21.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount to the contract, pursuant to NJSA 40A:11-22.

Failure to submit consent of surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to NJSA 40A:11-22.

III. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract, pursuant to NJSA 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specification and the bidder's submitted bid.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to the person who has submitted a bid or who has received a bid package pursuant to NJSA 40A:11-23c.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent to figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of

the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference

A pre-bid conference for this proposal will be held on ____**N/A**_____**,** Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. INSURANCE AND INDEMNIFICATION

The insurance documents shall include but are not limited to the following coverage's:

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to NJSA 34:15-12 (a) and NJAC 12:235-1.6.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than $1,000,000.00 any one person and $1,000,000.00 any one accident for bodily injury and $3,000,000.00 aggregate for property dames, and shall be maintained in full force during the life of the contract.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury, the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery goods and services, or in the performance of the work under the contract.

V PRICING INFORMATION FOR PREPARATION OF BIDS

A. The owner is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item (s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to NJAC 5:30-11.2 and 11.10 NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

VI STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provision of NJSA 10:5-31 et seq. and NJAC 17:27-1 et seq. The following information summarizes the full require regulatory text, which is included as Appendix A of this bid specification.

1. Goods and Services (including professional services) Contracts.

Each contractor shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents:

i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved sanctioned affirmative action program (good for one year from the date of the letter); or
ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with NJAC 17:27-4; or
iii. A photocopy of an Employee Information Report (Form AA302) Provided by the Division and distributed to the public agency to be completed by the contractor in accordance with NJAC 17:27-.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the act and to hold the owner harmless.

C. STOCKHOLDER DISCLOSURE

NJSA 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

NJSA 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division or Revenue. Information on obtaining a BRC is available on the Internet at www.nj.gov/njbgs or by phone at (609) 292-1730. NJSA 52:32-33 imposes the following requirements on contracts and all subcontractors that knowingly provide goods or perform service for a contractor fulfilling this contract.

1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and use Tax act, (NJSA 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

E. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

VII. METHOD OF CONTRACT AWARD

A. The length of the contract shall be stated in the technical specifications. Pursuant to requirement NJAC 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section IX. Termination of Contract, Sub-section E for additional information.

B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

C. If the award is to be made on the basis of a combination of a base bid with selection options, it shall be made to that responsible bidder submitting the lowest net bid.

D. The owner may also elect to award the contract on the basis on unit prices.

E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

VIII CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

A All bids pursuant to NJSA 40A:11-13.2;
B If more than one bid is received from an individual, firm or partnership corporation or association under the same name
C Multiple bids from an agent representing competing bidders;
D The bid is inappropriately unbalanced;
E The bidder is determined top possess, pursuant to NJSA 40A:11-4bm Prior Negative Experience.
F. If the successful bidder fails to enter into a contract with 21 days, except Sundays and holidays or as otherwise agreed upon by the parties to the contract, In this case at its option, the owner may accept the bid of the next lowest responsible bidder.

IX. TERMINATION OF CONTRACT

A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contract of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation under such time as the exact amount of the damages due the owner from the contractor is determined.

C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractor/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent upon availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his /her business concern by acquisition, merger, sale or transfer, or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documents/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

X. PAYMENT

A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the Owner's policy and procedures.

REQUIREMENTS OF PROSPECTIVE BIDDERS
P.L. 1977 CHAPTER 33

(Ownership Statement of Compliance)

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid of said corporation 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 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The Disclosure shall be continued until names and addresses of every stockholder owning 10% of the stock of the bidding corporation or 10% of the stock of a corporate stockholder owning 10% of the stock of the bidding corporation or their corporate stockholders are submitted non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, have been listed.

This act shall take effect immediately.

Also enclosed herewith is the Ownership Statement of Compliance Form in compliance with Public Law 197

TOWNSHIP OF OCEAN
INVITATION TO BID

INVITATION

Vendors are invited to bid on the items listed below in accordance with the Bid Specifications and the standard Township terms and conditions.

GENERAL TERMS

Vendor is to deliver all specified services under the direction of the Department of Public Works, and to assist in placing in service all services, materials and equipment contracted for the township. The Township specifically reserves the right to inspect, at its convenience, all services, materials and equipment delivered and to run what acceptance tests it may deem appropriate.

DELIVER

Services and materials shall be delivered as provide in the detailed requirements.

QUALITY

The Township requires first quality service, material and equipment. When delivered, if the service, materials and equipment do not meet the Township quality standards, or where the materials and equipment delivered are incomplete or damaged, the Township reserves the right to refuse delivery and the right to return the unsatisfactory item.

RETURN UNUSED MERCHANDISE

The Township reserves the right to return defective merchandise at the time of its use or inspection.

SPECIFICATION TERMS

All bidders must answer compliance questions in full. If a bidder is basing his/her proposals on services other than what is specified in these bid documents and wishes the services he/she proposes to be considered as a “approved equal” he shall SUBMIT ON A SEPARATE SHEET, in the exact format of the Technical specifications contained herein, an item by item description of that which he/she proposes to substitute. Failure to carry out the provisions noted herein may be deemed sufficient reason not to consider the bidder’s proposal.

TAXES

Municipality ID # (21-6000-959)

TERM OF CONTRACT

This contract is to run from January 1, 2012 to December 31, 2012, with a possible extension of Three (3) – One (1) year terms upon mutual consent of Township and Vendor.

LOW BID PRICE DETERMINATION

Bids on all items shall be on a unit price basis and they shall be extended for their quantities.

This contract is structured to prices to permit obtaining material, which is either delivered to a specified location in the proposal or is F.O.B. plant at various plant locations specified in the proposal.

Under item 1B,2B,3 & 9, which, in addition to delivery, is an item F.O.B. plant or quarry loaded on Township trucks, the supplier shall provide stone or materials as specified on a per ton basis as required and needed by the Township and load Township trucks at his plant.

The following elements will be considered and taken as constituent parts of each bid for materials F.O.B. plant or quarry, and used in determining the successful bidder:

Price per ton in accordance with proposal.

Hauling costs to the Township are determined by distance computed between the Road Division on Beecroft Place and the point of pickup, at the rate of 50 cents per ton-mile for one direction only. The Township shall consider only the cost of one direction when the trucks are loaded as its guideline. The Township also may consider such things as traffic conditions, conditions of the roads and bridges and accessibility to the bidder's place of delivery and his service qualifications in awarding the bid for these items. Plant location must be identified for F.O.B. items. The Township will determine mileage and hauling cost in accordance with the above.

GENERAL SPECIFICATIONS:

All materials are to be manufactured and supplied in accordance with current New Jersey Department of Transportation Specifications.

Wherever the current New Jersey Department of Transportation Specifications is called for in these specifications, it shall be interpreted to include all addenda amendments.

In the event deliveries are not received within five (5) days after notification, the Director of Public Works may secure the full quantity of the requested delivery from the nearest available source, and the difference in price, if any, will be deducted from monies due to defaulting contractor.

Contractors or Material Companies may bid on one or more of the items as listed in the Proposal.

A letter stating that a Surety Bond to the amount of $2,500.00 will be provided and furnished for each item bid and must accompany bids for these items. The bond shall be in full force for the period of one (1) year from date and acceptance of bid.

No contract shall be awarded to the contractor who is currently debarred by the New Jersey State Department of Labor and Industry.

Township trucks will expect to be served on a first come first serve basis. No cutting inline by other trucks will be acceptable.

The Township has the right to have Bituminous Mix chemically analyzed.

TECHNICAL SPECIFICATION:

1. DENSE GRADED AGGREGATE: - Pickup and Delivery

Must conform to current the New Jersey D.O.T. Standard Specifications as written in Section 901.08. Payment will be made for the dense graded aggregate at the unit bid price on a per ton basis, delivered to the Township yard on Beecroft Place, Oakhurst, New Jersey. Payment will also be made in the proposal on a per ton basis F.O.B. at pit or site loaded. Certified weight slips must accompany each delivery and be turned over to the Department of Public Works.

2. CLEAN BROKEN STONE 3/8" TO 12": - Delivery and Pickup

Broken stone shall conform to section 901.04 of the current Standard Specifications of the New Jersey Department of Transportation and shall be trap rock, dolomite, granite, limestone or gneiss. Only one of these shall be used, unless otherwise approved by the Township Engineer. The size shall be from 3/8" to 12" as requested by the Department of Public Works or Township Engineer. The Department of Public Works shall order the sizes and amount of stone to be delivered from time to time, as the need arises and storage space permits. Payment will be made at the Unit Price Bid on a per ton basis for stone delivered at the Township Storage yard on Beecroft Place, Oakhurst, New Jersey. Payment will also be made in the proposal on a per ton basis F.O.B. at pit or site loaded. Certified weight slips must accompany each delivery and be turned over to the Department of Public Works.

3. BITUMINOUS PATCH (WINTER USE): Pickup

Cold mixed Bituminous Concrete mix shall meet the requirements as set forth in Section 903.04 of the current New Jersey Department of Transportation Standard Specifications and will be trucked by Township trucks and placed by Township crews. A winter additive such as "Pave" or equivalent shall be added in sufficient quantity so that the material may be worked during the freezing weather. So called sand patch material will not be acceptable. Payment will be made on a per ton basis, F.O.B. the plant. The Township has the right to have Bituminous Mix chemically analyzed.

4. **SODIUM CHLORIDE:** Delivery

Ocean Township requires that bulk sodium chloride be delivered to the Service Garage Yard on Sunset Avenue in lots of not less then 10 tons, upon request and 48 hours notice. The sodium chloride shall be CC grade, according to the current New Jersey Department of Transportation Specifications.

Payment will be made at the Unit Price Bid on a per ton basis for sodium chloride delivered to the Township Service Garage salt storage area located at 3605 Sunset Avenue, Ocean, N.J. 07712.

Estimated annual quantity – 2,500 tons.

5. **REINFORCED CONCRETE PIPE :** - Delivery

Storm drainage concrete pipe, bell and spigot reinforced, shall be in the lengths specified and delivered to the Road Division on Beecroft Place, Oakhurst, New Jersey. Pipe shall be in the following diameters 12”, 15”, 18”, 21”, 24”, 27”, 30” and 36” standard strength and shall comply with Section 913.04 of the current New Jersey Department of Transportation Standard Specifications. Owner shall give bidder 48 hours notice for delivery.

The size and amounts of the pipe shall be ordered by the Department of Public Works as required and as the storage space in the yard permits.

Payment shall be made on a per foot basis of pipe delivered to the Road Division on Beecroft Place in Oakhurst, New Jersey according to the diameter of the pipe.

6. **SHORT FORM SPECIFICATIONS:**

SMOOTH INTERIOR CORRUGATED POLYETHYLENE STORM SEWER PIPE

PLASTIC DRAINAGE PIPE: - Delivery

Plastic Drainage Pipe Corrugated Polyethylene Drainage Pipe shall conform to 913.11 of the current standard specifications of the New Jersey Department of Transportation.

This specification applies to high density polyethylene corrugated pipe with an integrally formed smooth interior.

This specification is applicable to nominal sizes 10-36 inch diameter. Requirements for test methods, dimensions and markings are those found in AASHTO Designation M-294.

Pipe and fittings shall be made of polyethylene compounds which meet or exceed the requirements of Type 111, Category 4 or 5, grade P33 or P34, Class C ASTM D-1248 with the applicable requirements defined in ASTM D-1248. Clean reworked material may be used.

Minimum parallel plate pipe stiffness values at 5% deflection shall be as follows:

DIAMETER	PIPE STIFFNESS *
8”	45 psi
10”	45 psi
12”	45 psi
15”	42 psi

18”	40 psi
24”	34 psi
30”	28 psi
36”	22 psi

*per ASTM Test Method D-2412

Delivery shall be no longer than five (5) days from date of order and delivered to the Road Division on Beecroft Place in Oakhurst, New Jersey.

The pipe and fittings shall be free of foreign inclusions and visible defects. The ends of the pipe shall be cut squarely and cleanly so as not to adversely effect joining.

The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Corrugated fittings may be either molded or fabricated by the manufacturer. Fittings produced by manufacturers other than the supplier of the pipe shall not be permitted without the approval of the Project Engineer.

Joints shall be made with split couplings, corrugated to match the pipe corrugations, and shall engage a minimum of 6 corrugations for 12” – 24” diameter and 4 corrugations for 30” and 36” diameter pipe. Where required by the engineer, a neoprene gasket shall be utilized with the coupling to provide a soil tight joint.

Installation shall be in accordance with ASTM Recommended Practice 2321 or as specified by the Project Engineer or local approving agency.

A manufacturer certification that the product was manufactured, tested, and supplied in accordance with this specification shall be furnished to the Project Engineer upon request.

Payment shall be made on a per foot basis of pipe delivered to the Road Division on Beecroft Place, Oakhurst, N.J. according to the diameter of the pipe.

7. INLET FRAMES AND GRATES AND EXTENSION FRAMES: - Delivery

Storm drainage inlets, frames and grates shall be delivered to the Road Division on Beecroft Place, Oakhurst, New Jersey.

A. Catch basin castings, Campbell Foundry pattern #2618 w/8” Type J-ECO curb piece, Type “B”, or equal.
B. Catch basin, castings, Campbell Foundry pattern #2617 w/8” Type J-ECO curb piece, Type “D”, or equal.
C. Inlet Frames and Grates, Campbell Foundry pattern #3405 type “A”, or equal.
D. Inlet Frames and Grates, Campbell Foundry pattern #3425 type “E”, or equal.
E. 2” Extension frames to fit inlets Type “B” and “D”, Campbell Foundry pattern #2701, or equal.
F. 2” Extension frames to fit inlets Type “A” Campbell Foundry pattern #3402, or equal.

G. 2” Extension frames to fit inlets Type “E” Campbell Foundry patterns #3402 and #3440 used in pairs, or equal.

All grates shall meet the New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines (April 1996).

All castings with grates shall utilize the Type J-ECO curb piece (Campbell Foundry Company pattern #2617 and/or 2618 or equivalent).

Payment will be made per Catch Basin and extensions, as delivered to the Road Division on Beecroft Place, Oakhurst, New Jersey within a fifteen (15) day delivery date from order.

8. MANHOLE FRAMES, COVERS AND EXTENSION RINGS: - Delivery

A. Manhole frames and covers shall be of the heavy-duty highway type and shall be of Campbell Foundry Company design #1202 or equal.
B. 2" Extension rings for 24" diameter covers, Campbell Foundry pattern #1007 or equal.
C. 2" Extension rings for 25.5" diameter covers, Campbell Foundry pattern #1202 or equal.
D. 2" Extension rings for 30" diameter covers, Campbell Foundry pattern #1011 or equal.

Payment will be made per manhole frame, cover and extension ring as delivered to the Road Division on Beecroft Place, Oakhurst, New Jersey within a fifteen (15) day delivery date from order.

9. HIGH PERFORMANCE COLD PATCH MATERIAL: - Pick-up

This material shall be plant mixed, high performance pavement patching material capable of storing in an uncovered outdoor stockpile for a minimum of 12 months. It shall be composed of laboratory approved mineral aggregates and modified bituminous QPR or equivalent liquid blend capable of coating wet aggregates (up to 4% moisture) without stripping and have stripping resistance of retained coating of not less than 95%. The permanent asphalt repair shall be uniform, remain flexible and cohesive to -15 degrees F. and be capable of retaining adhesive qualities in wet applications. The patching materials shall be able to repair asphalt, concrete, surface treated roads and shall not require removal and replacement if ever the pavement is overlaid.

A. MATERIALS

A) Aggregate

The aggregate shall consist of 100% crushed stone or a laboratory approved equivalent under ASTM C-136. All aggregate is to be from approved sources, and representative samples of both fine and coarse aggregate shall be from the plant site and laboratory tested. Sampling and testing methods shall be in accordance with accepted local practice.

Gradation analysis to comply with all local requirements. Recommended gradation analysis is as follows:

SCREEN SIZES	PERCENTAGE PASSING
3/8"	/100
#4	/ 20 - 85
#8	/ 2 - 30

#16/ 0 - 10

#50/ 0 - 6

#200/ 0 - 2

All aggregate percentages are based on the total weight of aggregate.

ASTM C-88 Soundness Loss 12.0% Max.

ASTM C-131 Los Angeles Abrasion 40.0% Max.

ASTM C-117 -200 Sieve (by wash) 2.0% Max.

ASTM C-127, 128 Absorption 1.0 - 2.0% Max.

ASTM C-127, 128 Specific Gravity 2.55 - 2.75% Max

ASTM C-123 Soft Aggregates 3.0% Max.

Aggregate Acceptance
Aggregate compatibility approval must be obtained from the bidder's quality control facility.

B) Bituminous Material

The modified bituminous liquid blend shall be QPRâ or equivalent which meets the following requirements:

ASTM D-1310 Flashpoint (TOC): 200° F (94° C.) minimum

ASTM D-2170 Kinematic Viscosity at 60° C (140° F): 300-4000

ASTM D-95 Water: 0.2% maximum

ASTM D-402 Distillate Test (Volume of original sample):

To 457° F (225° C) None

To 500° F (260° C) 0 - 5%

To 600° F (315° C) 0 - 25%

Residue from distillate at 680° F (360° C) 72 - 95%

B. RESIDUE TESTS

ASTM D-2171 ABS. Viscosity at 140° F (60° C): 125-425 poises

ASTM D-5 Penetration: 200 Minimum

ASTM D-113 Ductility at 39° F (4° C) 0.4 in./Min: 100 Minimum

ASTM D-2042 Solubility in Tricliloroethylene: 99% Minimum

QPRâ Liquid Blend or equivalent shall be shipped from authorized blending terminal locations. Liquid shall be completely blended at terminal under supervision of authorized Quality Control personnel. No additives, modifiers, or extra ingredients are to be introduced into the liquid blend at any time after shipment from terminal. A copy of bill of lading and material certification shall accompany every shipment. Liquid Blend shall be shipped in insulated tankers to maintain oil temperature during transportation.

C. PLANT MIX

The cold mix shall consist of aggregates meeting material as specified in Section *A) Aggregate,* and the bituminous liquid blend meeting material specified in section *B) Bituminous Material* as indicated in the proposed job mix formula. Bituminous material shall be accepted at the supplier's source and at the plant site on the basis of a supplier material certification.
The preferred mixing ratio shall be 4.5% to 6% liquid blend finished ton (2000 lbs.) of mixed material. Continuous on-site testing will determine exact final mixing ratio which will be identified in the final job mix formula. All aggregate percentages are based on the total weight of the aggregate. The bituminous liquid blend content is based on the total weight of the mix.

The job mix formula information shall provide:

- Aggregate gradation band and aggregate type.
- Bituminous material - amount and type including any additives used.
- Temperature ranges for material preparation.

D. MANUFACTURING PREPARATION & OPERATION

<u>Hot Mix Plant Production</u>

The mixture is to be produced through a conventional hot asphalt plant only under the direct supervision of a qualified bidder’s sales representative and finished product will not exceed 180°F. The bituminous liquid blend shall not be heated above 200°F. The final mixture must be tested in accordance with the bidder’s on-site quality control requirements,

<u>Pugmill Production</u>

The mixture can be produced through a cold manufacturing process (PUGMILL). The bidders Bituminous Liquid Blend shall be heated between 200°F to 220°F. The bidders Liquid Blend temperature is elevated to help with the adhesion process between the bituminous liquid and the

aggregate. The finished mix will not exceed 180°F when produced through the Pugmill. The final mixture must be tested in accordance with the bidder's on-site quality control requirements.

E. STOCKPILE INSPECTION

Prior to production, the stockpile site is to be inspected for any contaminant such as dirt, sand or debris that may affect the quality of the bidders High Performance Cold Patch. The stockpile area should be a hard surface, preferably paved with concrete, or a bituminous surface.

F. ENVIRONMENTAL TOXICITY TESTING

The modified bituminous cold patch must have an independent test conducted by a certified laboratory as to toxicology results in a Static Acute Bio Assay Procedures for Hazardous Materials which determines effect of runoff into waterways, lakes, ponds and groundwater.

G. SPECIFICATION SAMPLING

A one quart sample of the bidders Liquid Blend will be retained at the asphalt depot prior to shipping. On delivery of the tank truck, an additional one-quart sample will be taken by the bidder's sales representative and is to be retained by the customer/producer for a period of one year, or until the stockpile is depleted.

H. QUALITY CONTROL

On each load, a Quality Control Report will be prepared by the bidder's quality control technician. All phases of production of the plant operation and the material testing on each 150 tons of production will be prepared and entered accordingly in each category. Site tests will be completed which include Spot Test, Strip Resistance, Coating Observation and Roll Test.

I. HEATING OF FINISHED PRODUCT

The high performance cold patch should not be heated above 70^0F (21^0C) when utilizing a hot box.

J. STOCKPILING

One (1) year shelf life. The high performance cold patch may be stockpiled up to 12 months in an uncovered outdoor stockpile.

K. PERFORMANCE GUARANTEE

The bidder shall certify that the High Performance Pavement Repair, when applied according to the bidders directions to deteriorated concrete or bituminous pavement surfaces, is guaranteed to adhere permanently to the repaired area for the life of the repair or until the surrounding pavement area fails. The bidder will replace actual volumes of the high performance cold patch at no charge for any High Performance Pavement Repair Material that should ever ravel, release or otherwise fail in a properly repaired area.

<u>UNAUTHORIZED WORK:</u>

Any material delivered or service performed outside the provisions of this contract, without prior written approval of the Township, may be considered unauthorized and will not be paid for by the Township. Material and/or service not covered in this contract may be delivered under a contract modification or supplemental agreement to be negotiated and entered into by the Township and Contractor.

BID DOCUMENT CHECKLIST

FAILURE TO SUBMIT ANY OF THESE DOCUMENT(s) IS MANDATORY CAUSE FOR REJECTION OF BID.

			Items submitted with bid (Bidder's INITIALS)
1	**Form of Bid Proposal**	Mandatory	
2	**Bid Guarantee (10% of bid)**	Mandatory	
3	**Consent of Surety**	Mandatory	
4	**Ownership Statement of Compliance**	Mandatory	
5	**List of Subcontractors**	Mandatory	
6	**NJ Business Registration Certificate** (required for Contractor & Sub-contractor)	Mandatory	

FAILURE TO SUBMIT ANY OF THESE DOCUMENT(s) MAY BE CAUSE FOR REJECTION OF BID.

			Items submitted with bid (Bidder's INITIALS)
7	**Bidder Qualification Form**		
8	**Non-Collusion Affidavit**		
9	**Exhibit A - Mandatory Affirmative Action Language**		
10	**Procurement and Service Contracts Language "A"**		
11	**Bidder's Reference Sheet**		

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

_____

Name of Person preparing Proposal

_____

Signature

_____

Telephone # **Date**

THIS CHEKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCMENTS.

Bid Form - 2005

TOWNSHIP OF OCEAN

BID PROPOSAL

FOR THE PROVISION OF:

THE TOWNSHIP OF OCEAN

TO: MAYOR AND COUNCIL
THE TOWNSHIP OF OCEAN, MONMOUTH COUNTY

RE: VARIOUS ROAD CONSTRUCTION MATERIALS WHICH INCLUDES DENSE GRADED AGGREGATE, CLEAN BROKEN STONE, BITUMINOUS ASPHALT (WINTER USE), SODIUM CHLORIDE, REINFORCED CONCRETE PIPE, PLASTIC DRAINAGE PIPE, INLET FRAMES AND GRATES, MANHOLE FRAMES AND GRATES AND HIGH PERFORMANCE COLD PATCH MATERIALS

Gentlemen:

We, the undersigned, do hereby certify and declare that we have carefully examined the bid specifications and contract terms contained in the "Invitation to Bid" specification, and Contract Terms" regards furnishing Various Road Construction Materials for the Public Works Department, Township of Ocean, New Jersey and understand that our bid proposal is required to be received in the office of the Township Manager on **Tuesday, November 22, 2011 at 10:00 a.m. prevailing time**.

It is understood that the quantity of materials listed below to be furnished is an estimate only which can be increased or decreased in the manner designated in the Invitation to Bid.

BID ITEM:	**ESTIMATED QUANTITY:**	**PRICE PER TON:**	**TOTAL:**
ITEM #1			
A. Dense graded Aggregate			
	800 tons	$_____	$_____
Delivered to Road Division			
Pickup	800 tons	$_____	$_____
B. F.O.B. the Plant/Site of Pit:			
ITEM #2			
A. Clean Broken Stone 3/8" to 12" – Delivered to Road Division			
3/8" C.B.S.	20 tons	$_____	$_____

¾”	C.B.S.	100 tons	$_____	$_____
5/8”	C.B.S.	150 tons	$_____	$_____
1”	C.B.S.	150 tons	$_____	$_____
1 ½”	C.B.S.	100 tons	$_____	$_____
2 ½”	C.B.S.	150 tons	$_____	$_____
3” – 5”	C.B.S.	100 tons	$_____	$_____
6” to 12”	C.B.S.	250 tons	$_____	$_____

B. Clean Broken Stone 3/8” to 12” - Picked up

3/8”	C.B.S.	20 tons	$_____	$_____
¾”	C.B.S.	100 tons	$_____	$_____
5/8”	C.B.S.	150 tons	$_____	$_____
1”	C.B.S.	150 tons	$_____	$_____
1 ½”	C.B.S.	100 tons	$_____	$_____
2 ½”	C.B.S.	150 tons	$_____	$_____
3” – 5”	C.B.S.	100 tons	$_____	$_____
6” to 12”	C.B.S.	250 tons	$_____	$_____

ITEM #3

A. Bituminous Patch (Winter Use)
300 tons $_____ $_____
F.O.B. the Plant/Site of Plant:

ITEM #4

A. Sodium Chloride
2.500 tons $_____ $_____
Delivered to Sunset Avenue Service Garage

ITEM #5

A. Reinforced Concrete Pipe **PRICE PER FOOT**
Delivered to Road Division

12” R.C.P. Class III. Wall B 500 ft.	$_____	$_____
15” R.C.P. Class III. Wall B 500 ft.	$_____	$_____

18” R.C.P. Class III. Wall B	500 ft.	$_____	$_____
21” R.C.P. Class III. Wall B	500 ft.	$_____	$_____
24” R.C.P. Class III. Wall B	300 ft.	$_____	$_____
30” R.C.P. Class III. Wall B	300 ft.	$_____	$_____
36” R.C.P. Class III. Wall B	300 ft.	$_____	$_____

ITEM #6

A. Smooth Interior Corrugated Polyethylene Storm Sewer Pipe:
Plastic Drainage Pipe per ASTM Test Method D-2412
Delivered to Road Division

Diameter	**Estimated Quantity**	**Price Per Foot**	**Total**
8” 45 psi	500 ft.	$_____	$_____
10” 45 psi	500 ft.	$_____	$_____
12” 45 psi	500 ft.	$_____	$_____
15” 42 psi	500 ft.	$_____	$_____
18” 40 psi	500 ft.	$_____	$_____
24” 34 psi	500 ft.	$_____	$_____
30” 28 psi	500 ft.	$_____	$_____
36” 22 psi	500 ft.	$_____	$_____

- Per ASTM Test Method D-2412
  Delivered to the Township Yard

ITEM #7

Inlet Frames and Grates and Extension Frames:

A. Inlet frames and grates, 8” heads Campbell Foundry Pattern #2618, Type B, or Equivalent or equal

10 each $_____ $_____

Delivered to Road Division

B. Inlet frames and grates, 8” heads, Campbell Foundry Pattern #2617, Type D or Equivalent equal.

10 each $_____ $_____
Delivered to Road Division

C. Inlet frames and grates; standard highway type, with bicycle type grate (A) Campbell Foundry #3405 or equivalent equal.

10 each $_____ $_____
Delivered to Road Division

D. Inlet frames and grates, standard highway type, with bicycle type grate (E) Campbell Foundry #3425 or equivalent equal.

10 each $_____ $_____
Delivered to Road Division

E. 2” extension frames Campbell Foundry design Model #2701 to fit Campbell Foundry Inlets Type B and D or equivalent equal.

50 each $_____ $_____

Delivered to Road Division

F 2” extension frames Campbell Foundry Design Model #3402 to fit Campbell Foundry Inlets Type A, or
equivalent equal.

50 each $_____ $_____
Delivered to Road Division

G 2” extension frames, Campbell Foundry Design Model #3402 and #3440 used in pairs to fill inlets Type
or equivalent equal.

50 each $_____ $_____
Delivered to Road Division

ITEM #8

Manhole Frames, Covers and Extension Rings:
Delivered to Road Division

A. Manhole frames and covers Campbell Foundry design Model #1202 or equivalent equal.

50 each $_____ $_____
Delivered to Road Division

B. Extension rings 24” diameter covers Campbell Foundry Design Model #1007 or equivalent equal.

50 each $_____ $_____
Delivered to Road Division

C. Extension rings 25.5 diameter covers Campbell Foundry Pattern #1202 or equivalent equal.

50 each $_____ $_____
Delivered to Road Division

D. Extension rings for 30” diameter covers Campbell Foundry Pattern #1011 or equivalent equal.

50 each $_____ $_____

ITEM #9

A. High Performance Cold Patch Materials

250 tons $_____ $_____

F.O.B. the Plant/Site of Plant:

Certification of Prices per Ton and Total Prices
For Items 1 - 9:

_____
Signature

_____
Print Name

_____
Company Name

_____
Date

BID GUARANTEE

Accompanying this proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid bond, or a Certified or Cashier's Check payable to the order of the

TOWNSHIP OF OCEAN

In the sum of _____ dollars; ($_____)

Which the Undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract for a the project or furnish the bonds required within the stipulated time; otherwise, the check will be returned to the Undersigned.

COMPANY _____

_____ SIGNATURE _____

Witness

TITLE _____

(SEAL)

ATTACHED BID BOND

CONSENT OF SURETY

In consideration of the premises and of One Dollar ($1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

(A corporate acknowledgment and statement of authority to be here attached by the Surety Company)

_____
(Surety Company)

_____ _____
Attest: Surety Company / Attorney-in-fact

(Surety may substitute a similar statement subject to the Owner's approval.)

_____ _____
WITNESS TITLE

_____ _____
WITNESS SURETY SEAL

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business_____

Chapter 33 of the Public Laws of 1977 (NJSA 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any contract by the State, County, Municipal or School District, or any subsidiary or agency thereof, unless prior to the receipt of the bid corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names and address of all individuals who own ten percent (10%) or more of the stock or interest in the corporation or partnership.

☐ 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.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

NAME: _____ **NAME:** _____

HOME ADDRESS: _____ **HOME ADDRESS:** _____

_____

NAME: _____ **NAME:** _____

HOME ADDRESS: _____ **HOME ADDRESS:** _____

_____THIS STATEMENT SHALL BE INCLUDED WITH BID SUBMISSION

Subscribed and Sworn to before me

this _____day of _____,20____

State of _____County of _____

_____

Notary Public/Seal/Commission expires on _____

_____
(Name of Business)

_____
(Affiliate)

_____

_____
(Corporate Seal)

BIDDER QUALIFICATION FORM
(N.J.S.A. 40A:11-20)

Project known as _____

Name of Prospective Bidder _____

Address _____

Phone Number _____Date _____

1) How many years has your organization been in business under your present name?
_____

2) Have you ever failed to complete any work awarded you?Yes _____ No _____
If yes, State where and reasons why.
_____

_____

3) Has any officer or partner of your organization ever failed to complete a contract handled in his own name? Yes _____ No _____

4) Have any liens or lawsuits of any kind been filed against any of your contracts?
Yes _____ No _____ Give full details _____
_____

_____

5) List Surety Companies which have heretofore bonded you (name, address & amount of bond).

_____

_____

6) List all contracts which you are now performing or for which you have signed contracts, but not started work (owners name, location and amounts).

_____

_____

_____

7) State all equipment owned by you for use in this contract.

_____

_____

_____

8) Additional remarks:

_____

_____

_____

9) Provide the names, address and phone number for references for the three (3) projects listed above:

Signature of bidder's authorized representative:_____

Title: _____

Witness_____ Date: _____

(seal)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF ss:

I, _____ of the Municipality of _____
(Print Name)

in the County of _____ and the State of _____ am of full age, being duly sworn according to law on my oath depose and say that:

I, am _____ of the firm of _____
(Print Title) (Print Name of Firm)

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, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and further agree that I will not so participate in any collusion violate the terms of the specifications, and, in particular, paragraph II E 1, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Ocean relies upon the truth of the statements contained in said Proposal and in the statements contained in this 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 contact upon and 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)

_____ _____
Witness Authorized Signature

Subscribed and Sworn to before me

_____
this ___ day of _____, 20__ (Print Name and Title)

State of _____

County of _____

_____
(SEAL)

_____
Signature of Notary Public
My Commission Expires on _____
(SEAL)

EXHIBIT A

MANDATORY EQUAL OPPORTUNITY EMPLOYMENT LANGUAGE
(N.J.S.A. 10.5-31 et seq.)
(N.J.A.C. 17:27)

GOODS, SERVICES AND PROFESSIONAL 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 Contracting 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees or applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time and with the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2; promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Div. of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).**

LANGUAGE "A"

In the event that you or your firm is awarded this contract, our office, upon award, will send the necessary additional forms. These should be submitted within seven (7) working days of notification. (Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., codified at N.J.A.C. 17:27-1.1 et seq.)

1. Does this contract have the potential of having a dollar value of $17,500 or more?

   ____ Yes *(If yes, complete #2)*

   ____ No *(If no, no further documentation is required)*

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

   ____ Yes *(If yes, submit a Photostat copy)*

   ____ No *(If no, complete "A" below)*

   A. Does your company have a Certificate of Employee Information Report?

   ____ Yes *(If yes, submit a Photostat copy)*

   ____ No *(If no, complete "B" below)*

   B. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report form (AA-302) will be returned to you for your completion.

3. Each contract over $17,500 must also contain Language "A".

4. Are you a minority-owned business?

   ____ Yes ____ No

All successful vendors must submit one of the following forms of evidence:

1. Letter of Federal Approval OR 2. Certificate of Employee Information Report.

I certify that the above information is correct to the best of my knowledge.

Name: _____ Title: _____

Signature: _____ Date: _____

Special Note: This questionnaire must be completed, signed and returned with your contract or bid proposal.

AN EQUAL OPPORTUNITY EMPLOYER

INSURANCE SPECIFICATIONS

SCHEDULE A

The Contractor, prior to commencing work, shall provide at its own expense, the following insurance to the **TOWNSHIP** together with evidence of such insurance as stated below. Thirty (30) days prior to cancellation or material change or notice of non-renewal of the policies, the Contractor shall give notice to the **TOWNSHIP** by registered mail, return receipt requested, for all of the following stated insurance policies. The Certificate of Insurance shall state:

> "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."

All notices shall name the Contractor and identify the Agreement. All policies with the exception of workers' compensation shall be endorsed naming the **TOWNSHIP** as additional insured. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be issued on an "occurrence" basis. The **TOWNSHIP** may waive or modify any requirement stated herein if the **TOWNSHIP**, in its sole judgment and discretion, deems it would be in its best interest to do so.

A. Workers' Compensation

The Contractor shall obtain Standard Workers' Compensation Insurance indemnifying the Contractor against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the Contractor who shall be entitled to compensation under the Workers' Compensation Law of the State of New Jersey. If the contractor is incorporated outside the State of New Jersey, the said policy must include the "the Other States Endorsement."

B. General Liability

The Contractor shall obtain General Liability Insurance on an "occurrence" form with a one million dollar ($1,000,000.00) combined single limit of liability per occurrence and a three million dollar ($3,000,000.00) annual aggregate. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and will include ISO Form CG-25-03-11-85 Amendment-Aggregate Limits of Insurance (per project).

C. Automobile Liability

The Contractor shall obtain Automobile Liability Insurance with a minimum combined limit of liability of one million dollars ($1,000,000.00) per accident. Said policy must include coverage for owned, non-owned and hired autos.

D. Umbrella/Excess Liability

Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability, employer's liability and commercial automobile liability policies) at the limit of $5,000,000.00 combined single limits per occurrence.

E. Policy Changes

If at any time, any of the foregoing policies shall be or become unsatisfactory to the Entity, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Entity, the Contractor shall, upon notice to that effect from the Entity, within thirty (30) days obtain a new policy, submit the same to the Entity of approval and submit a Certificate thereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the Entity, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor or any liability under the Agreement. All policies required above shall contain a thirty-(30) day notice of cancellation and/or non-renewal and shall require the insured to notify the Entity of its intent to either cancel or not to renew immediately.

F. Insurance Companies

The Contractor shall use Insurance Company(ies) that has (have) an A.M. Best Rating of at least AX.

The **TOWNSHIP**, at its sole judgment and discretion, if it considers it appropriate to do so, may allow the Contractor to utilize and insure with a rating less than AX. All such requests must be forwarded to the **TOWNSHIP** for its review and approval. The Contractor shall use an insurance company(ies) that is (that are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Banking and Insurance of the State of New Jersey.

G. Hold Harmless Provision

Contractual Liability Insurance: The Contractor shall indemnify, defend, and hold harmless the **TOWNSHIP**, its consultants, its officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent. The Contractor shall furnish evidence to the **TOWNSHIP** that with respect to accomplishing the work in the Agreement, it carries said contractual Liability Insurance in the amounts specified in Paragraph B above.

LIST OF SUBCONTRATORS

NJSA 40A:11-16 provides that bidders on public projects shall provide "the name or names of all subcontractors to whom the bidder will subcontract with, each of which subcontractors shall be qualified in accordance with this act."

The bidder is to provide the name, address and description of work to be performed by all subcontractors.

Name of bidder: _____

Address: _____

The undersigned bidder declares that the subcontractors listed below be used as subcontractors to complete certain portions of the work in this project.

The subcontractors identification form shall set for the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the Bidder be awarded the contract.

Subcontractor Name and Address	Nature of Work to be completed by Subcontractor

Attach additional sheets if necessary

Signature of Bidder's Authorized Representative: _____

Title: _____

Date: _____

6/04

BIDDER REFERENCE SHEET

1. Name and address of all previous locations were said service has been performed.

a. _____

b. _____

c. _____

d. _____

e. _____

2. Name, address and telephone number of the principal party to whom you or your firm were responsible for the satisfactory performance of this service.

a. _____

b. _____

c. _____

d. _____

e. _____

_____
Name of Person preparing Proposal

_____
Signature

_____
Telephone # **Date**