

BRICK UTILITIES

**SANITARY SEWER MANHOLE REHABILITATION AND REPLACEMENT
CONTRACT NO. 818002
NJIB Project No. S340448-12**

August 30, 2023

ADDENDUM NO. 3

The information contained herein revises, supplements and/or supersedes the specific parts of the documents referred to and shall be attached to and become part of those documents as if originally a part thereof. Except as herein modified, all other provisions of the documents shall remain in force unless otherwise described in this Addendum, and shall comply with the requirements originally specified for similar work.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING THE BID FORM

The original "Contract Documents and Specifications" for the above referenced project prepared on June 2023 are modified as noted herein in this Addendum No. 3 to delete the Disclosure of Investment Activities In Iran form and delete same from Bid Document Submission Checklist.

This Addendum consists of the following:

A. SPECIFICATIONS

a. Bid Schedule

Delete the "Bid Forms, Pages 1-34" and **replace** with the attached "Bid Form – Addendum 3, August 30, 2023, Pages 1 through 33". The Bid Forms were changed to remove the Disclosure of Investment Activities In Iran form and delete same from Bid Document Submission Checklist.

END OF ADDENDUM No. 3

BID FORM

TO: The Brick Township Municipal Utilities Authority
1551 Highway 88 West
Brick Township, N.J. 08724

RE: Contract No. 818002
Contract Name: Sanitary Sewer Manhole Rehabilitation and Replacement

N.J. Environmental Infrastructure Financing Program
Project No. S340448-12

This bid will not be accepted after **2:00 p.m.** the prevailing time and day of **September 12, 2023** as indicated on the Bid Advertisement at which time all bids will be publicly opened and read.

(Name of Firm Submitting Bid)

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence.

ADDENDUM No.	DATE	BIDDERS INITIALS
1	8/9/23	
2	8/30/23	
3	8/30/23	

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the work specified.

The undersigned has examined the location of the proposed work, the plans, specifications, and other contract documents and is familiar with the local conditions at the place where work is to be performed and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the contract documents or by the Owner, carries no guarantee, expressed or implied, as to its completeness or accuracy and has made all due allowances therefore.

The undersigned bidder declares that this bid is made without connection with any other person or persons making bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder agrees that the prices bid for all items shall apply to actual quantities required, approved and used during construction of the project, including addenda, change orders, and supplemental agreements.

The undersigned bidder hereby agrees to be bound by the award of the contract and, if awarded the contract on this bid, to execute within ten (10) days after the making of the award the required Contract Agreement, Contract Bonds, and Insurance Certificates, of which Contract this bid, the plans for the work, and the specifications as above indicated shall be a part.

The undersigned bidder understands that the Owner reserves the right to waive any minor informalities or non-material exceptions/defects in a bid, the right to reject any bid containing a material defect(s) and further reserves the right to reject all bids under any circumstances set forth in N.J.S.A. 40A:11-13.2.

Accompanying this bid is a Bid Bond or a Certified Check in the sum of ten percent (10%) of the amount of the bid (but not to exceed \$20,000.00), payable to the Owner as a guarantee that the Agreement will be executed and a Performance Bond, Labor and Material Bond, and the specified Insurance Certificates will be furnished within ten (10) days after receipt of notification that the contract agreements are ready for signature.

If this bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the bidder the difference between the amount specified in the bid and the amount for which the Owner may contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former.

If this bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this contract within **180** consecutive calendar days and have the Substantial Completion within **150** consecutive calendar days from the date specified in the "Notice to Proceed" and as indicated in the Special Conditions

BID SCHEDULE

The following bid schedule will be completed in ink or typewritten. The amount shall be written in both words and figures. In the case of a discrepancy, the amount written in words will govern. The successful bidder will be required to furnish an itemized breakdown for lump sum items as indicated in the Contract Specifications, Instructions to Bidders, Section Number 31, Bid Item Breakdown and in accordance with Contract Specifications, Supplementary Conditions, Section Number 1.04.07, Itemized Cost Breakdown for Lump Sum Bids.

ITEM NO.	SPEC. REF.	BRIEF DESCRIPTION OF ITEMS AND PRICES IN WORDS AND FIGURES	EXTENSION
1.	1.04.07.02	Mobilization Lump Sum Price @ \$ _____ per L.S. _____ _____ (Write Lump Sum Price)	\$ _____
2.	1.06.03	Traffic Control Devices for Road Closure & Detour Lump Sum Price @ \$ _____ per L.S _____ _____ (Write Unit Price)	\$ _____
3.	2.03.16	Excavate test pits to locate utilities (Minimum Bid \$50.00/C.Y.) 1000 C.Y. @ \$ _____ per C.Y. _____ _____ (Write Unit Price)	\$ _____
4.	2.03.16	Utility Pole Holding, If and Where Directed Allowance. @ \$ <u>15,000.00</u> <u>Fifteen Thousand Dollars and Zero Cents</u>	\$ <u>15,000.00</u>
5.	2.03.16	Utility Pole Relocation, If and Where Directed Allowance. @ \$ <u>25,000.00</u> <u>Twenty Five Thousand Dollars and Zero Cents</u>	\$ <u>25,000.00</u>
6.	2.03.16	Furnish and install Dewatering Operations, Replacement Manholes, If and Where Directed 30 EA @ \$ _____ per EA _____ _____ (Write Unit Price)	\$ _____

ITEM NO.	SPEC. REF.	BRIEF DESCRIPTION OF ITEMS AND PRICES IN WORDS AND FIGURES	EXTENSION
7.	2.03.16	Furnish and install Dewatering, Deep Wells, Replacement Manholes, If and Where Directed 60 EA @ \$ _____ per EA _____ (Write Unit Price)	\$ _____
8.	2.03.16	Furnish and install Bypass Pumping Operations 56,900 L.F. @ \$ _____ per L.F. _____ (Write Unit Price)	\$ _____
9.	2.07.05	4 Foot Diameter PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth less than 8 feet 1 EA @ \$ _____ per EA. _____ (Write Unit Price)	\$ _____
10.	2.07.05	4 Foot Diameter PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth 8 feet to less than 12 feet 3 EA @ \$ _____ per EA. _____ (Write Unit Price)	\$ _____
11.	2.07.05	4 Foot Diameter PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth 12 feet to less than 16 feet 5 EA @ \$ _____ per EA. _____ (Write Unit Price)	\$ _____
12.	2.07.05	4 Foot Diameter PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth 16 feet to less than 20 feet 8 EA @ \$ _____ per EA. _____ (Write Unit Price)	\$ _____
13.	2.07.05	4 Foot Diameter PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth 20 feet or more 1 EA @ \$ _____ per EA. _____ (Write Unit Price)	\$ _____

ITEM NO.	SPEC. REF.	BRIEF DESCRIPTION OF ITEMS AND PRICES IN WORDS AND FIGURES	EXTENSION
14.	2.07.05	4 Foot Diameter PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth less than 8 feet, If and Where Directed 2 EA @ \$ _____ per EA. _____ _____ (Write Unit Price)	\$ _____
15.	2.07.05	4 Foot Diameter PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth 8 feet to less than 12 feet, If and Where Directed 2 EA @ \$ _____ per EA. _____ _____ (Write Unit Price)	\$ _____
16.	2.07.05	4 Foot Diameter PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth 12 feet to less than 16 feet, If and Where Directed 1 EA @ \$ _____ per EA. _____ _____ (Write Unit Price)	\$ _____
17.	2.07.05	4 Foot Diameter PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth 16 feet to less than 20 feet, If and Where Directed 1 EA @ \$ _____ per EA. _____ _____ (Write Unit Price)	\$ _____
18.	2.07.05	4 Foot Diameter PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth 20 feet or more, If and Where Directed 2 EA @ \$ _____ per EA. _____ _____ (Write Unit Price)	\$ _____
19.	2.07.05	Oversized PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth 12 feet to less than 16 feet 1 EA @ \$ _____ per EA. _____ _____ (Write Unit Price)	\$ _____
20.	2.07.05	Oversized PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth 16 feet to less than 20 feet 1 EA @ \$ _____ per EA. _____ _____ (Write Unit Price)	\$ _____

ITEM NO.	SPEC. REF.	BRIEF DESCRIPTION OF ITEMS AND PRICES IN WORDS AND FIGURES	EXTENSION
21.	2.07.05	Oversized PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth 12 feet to less than 16 feet, If and Where Directed 1 EA @ \$ _____ per EA. _____ (Write Unit Price)	\$ _____
22.	2.07.05	Oversized PVC Lined Standard Sanitary Sewer Manhole and Casting, Depth 16 feet to less than 20 feet, If and Where Directed 1 EA @ \$ _____ per EA. _____ (Write Unit Price)	\$ _____
23.	2.07.05	Inside Drop Connection 29 EA. @ \$ _____ per EA. _____ (Write Unit Price)	\$ _____
24.	5.09.06	Rehabilitation of Manholes, CIP Lined 780 V.F. @ \$ _____ per V.F. _____ (Write Unit Price)	\$ _____
25.	5.09.07	Rehabilitation of Oversized Manholes, CIP Lined 160 V.F. @ \$ _____ per V.F. _____ (Write Unit Price)	\$ _____
26.	2.07.05	Replacement Manhole Casting for Rehabilitation Manholes, If and Where Directed 69 EA. @ \$ _____ per EA. _____ (Write Unit Price)	\$ _____
27.	5.09.02	Cleaning Manholes for Rehabilitation 69 EA. @ \$ _____ per EA. _____ (Write Unit Price)	\$ _____
28.	5.09.03	Grouting Manholes for Rehabilitation 69 EA. @ \$ _____ per EA. _____ (Write Unit Price)	\$ _____

ITEM NO.	SPEC. REF.	BRIEF DESCRIPTION OF ITEMS AND PRICES IN WORDS AND FIGURES	EXTENSION
29.	5.09.04	Grout Material 1,730 GAL. @ \$ _____ per GAL. _____ _____ (Write Unit Price)	\$ _____
30.	5.09.05	Reinstatement of Pipe Connections inside Rehabilitation Manholes 207 EA. @ \$ _____ per EA. _____ _____ (Write Unit Price)	\$ _____
31.	2.07.05	Reinstallation of Manhole Steps inside Rehabilitation Manholes 69 EA. @ \$ _____ per EA. _____ _____ (Write Unit Price)	\$ _____
32.	2.06.02	Furnish and install 8" SDR 35 PVC Sewer Pipe & Fittings 240 L.F. @ \$ _____ per L.F. _____ _____ (Write Unit Price)	\$ _____
33.	2.06.02	Furnish and install 10" SDR 35 PVC Sewer Pipe & Fittings 70 L.F. @ \$ _____ per L.F. _____ _____ (Write Unit Price)	\$ _____
34.	2.06.02	Furnish and install 12" SDR 35 PVC Sewer Pipe & Fittings 80 L.F. @ \$ _____ per L.F. _____ _____ (Write Unit Price)	\$ _____
35.	2.06.02	Furnish and install 16" C900 PVC Sewer Pipe & Fittings 70 L.F. @ \$ _____ per L.F. _____ _____ (Write Unit Price)	\$ _____
36.	2.06.02	Furnish and install 3" HDPE Force Main Pipe & Fittings 10 L.F. @ \$ _____ per L.F. _____ _____ (Write Unit Price)	\$ _____

ITEM NO.	SPEC. REF.	BRIEF DESCRIPTION OF ITEMS AND PRICES IN WORDS AND FIGURES	EXTENSION
37.	2.06.02	Furnish and install 4" CLDIP Force Main Pipe & Fittings 10 L.F. @ \$ _____ per L.F. _____ _____ (Write Unit Price)	\$ _____
38.	2.06.02	Furnish and install 6" CLDIP Force Main Pipe & Fittings 10 L.F. @ \$ _____ per L.F. _____ _____ (Write Unit Price)	\$ _____
39.	2.06.02	Furnish and install 8" CLDIP Force Main Pipe & Fittings 10 L.F. @ \$ _____ per L.F. _____ _____ (Write Unit Price)	\$ _____
40.	2.06.02	Furnish and reinstall 4" PVC Sanitary sewer lateral less than 10' deep, Replacement Manholes 25 EA. @ \$ _____ per EA. _____ _____ (Write Unit Price)	\$ _____
41.	2.06.02	Furnish and reinstall 4" PVC Sanitary sewer deep house connection, 10' or deeper, Replacement Manholes 15 EA. @ \$ _____ per EA. _____ _____ (Write Unit Price)	\$ _____
42.	2.03.16	Furnish and install Suitable Backfill Material (Borrow) (Minimum Bid \$8.00/C.Y.). 10,000 C.Y. @ \$ _____ per C.Y. _____ _____ (Write Unit Price)	\$ _____
43.	2.03.16	Furnish and install Crushed Stone Material (Minimum Bid \$20.00/C.Y.) 500 C.Y. @ \$ _____ per C.Y. _____ _____ (Write Unit Price)	\$ _____

ITEM NO.	SPEC. REF.	BRIEF DESCRIPTION OF ITEMS AND PRICES IN WORDS AND FIGURES	EXTENSION
44.	2.08.04	Roadway Milling 2" Deep (Minimum Bid \$3.00/S.Y.) 3,000 S.Y. @ \$ _____ per S.Y. _____ (Write Unit Price)	\$ _____
45.	2.08.04	Asphalt Price Adjustment Allowance Allowance. @ \$ <u>5,000.00</u> <u>Five Thousand Dollars and Zero Cents</u>	\$ <u>5,000.00</u>
46.	2.08.04	Fuel Price Adjustment Allowance Allowance. @ \$ <u>5,000.00</u> <u>Five Thousand Dollars and Zero Cents</u>	\$ <u>5,000.00</u>
47.	2.08.04	State Roadway Pavement Restoration 8" Subbase Soil Aggregate Type I3, If and Where Directed (Minimum Bid \$8.00/S.Y.) 100 S.Y. @ \$ _____ per S.Y. _____ (Write Unit Price)	\$ _____
48.	2.08.04	State Roadway Pavement Restoration 8" Gravel Base Course, If and Where Directed (Minimum Bid \$8.00/S.Y.) 100 S.Y. @ \$ _____ per S.Y. _____ (Write Unit Price)	\$ _____
49.	2.08.04	State Roadway Pavement Restoration 8" Thick Hot Mix Asphalt Base Course 25M64, If and Where Directed (Minimum Bid \$70.00/TN) 50 TN. @ \$ _____ per TN _____ (Write Unit Price)	\$ _____
50.	2.08.04	State Roadway Pavement Restore 2" Thick Hot Mix Asphalt Surface Course 12.5M64, If and Where Directed (Minimum Bid \$70.00/TN) 15 TN @ \$ _____ per TN _____ (Write Unit Price)	\$ _____

ITEM NO.	SPEC. REF.	BRIEF DESCRIPTION OF ITEMS AND PRICES IN WORDS AND FIGURES	EXTENSION
51.	2.08.04	County Roadway Pavement Restoration 6" DGA Gravel Base (Minimum Bid \$8.00/S.Y.) 300 S.Y. @ \$ _____ per S.Y. _____ (Write Unit Price)	\$ _____
52.	2.08.04	County Roadway Pavement Restoration 6" Thick Hot Mix Asphalt Base Course 19M64 (Minimum Bid \$70.00/TN) 100 TN. @ \$ _____ per TN _____ (Write Unit Price)	\$ _____
53.	2.08.04	County Roadway Pavement Restore 2" Thick Hot Mix Asphalt Surface Course 12.5M64 (Minimum Bid \$70.00/TN) 35 TN. @ \$ _____ per TN _____ (Write Unit Price)	\$ _____
54.	2.08.04	Township Roadway Pavement Restoration 6" Gravel Base Course (Minimum Bid \$8.00/S.Y.) 2,100 S.Y. @ \$ _____ per S.Y. _____ (Write Unit Price)	\$ _____
55.	2.08.04	Township Roadway Pavement Restoration 5" Thick Hot Mix Asphalt Base Course 19M64 (Minimum Bid \$70.00/TN) 575 TN @ \$ _____ per TN _____ (Write Unit Price)	\$ _____
56.	2.08.04Funi	Township Roadway Pavement Restore 2" Thick Hot Mix Asphalt Surface Course 12.5M64 (Minimum Bid \$70.00/TN) 230 TN @ \$ _____ per TN. _____ (Write Unit Price)	\$ _____
57.	2.08.04	Tack Coat 170 GAL. @ \$ _____ per GAL. _____ (Write Unit Price)	\$ _____

ITEM NO.	SPEC. REF.	BRIEF DESCRIPTION OF ITEMS AND PRICES IN WORDS AND FIGURES	EXTENSION
58.	2.17.04	Traffic Stripes, 4" Wide, Long Life, Thermoplastic 100 L.F. @ \$ _____ per L.F. _____ _____ (Write Unit Price)	\$ _____
59.	2.17.04	Traffic Stripes, 6" Wide, Long Life, Thermoplastic 200 L.F. @ \$ _____ per L.F. _____ _____ (Write Unit Price)	\$ _____
60.	2.17.04	Traffic Marking, Arrow Symbol for Bike Lane, Long Life, Thermoplastic 2 EA. @ \$ _____ per EA _____ _____ (Write Unit Price)	\$ _____
61.	2.17.04	Traffic Marking, Helmeted Bicyclist Symbol for Bike Lane, Long Life, Thermoplastic 2 EA. @ \$ _____ per EA _____ _____ (Write Unit Price)	\$ _____
62.	2.17.04	Roadway Pavement Marker (RPM), Bi-Directional, Amber Lens 2 EA. @ \$ _____ per EA _____ _____ (Write Unit Price)	\$ _____
63.	2.14.03	Landscape and Hardscape & Driveway Restoration, If and Where Directed Lump Sum @ \$ _____ per L.S. _____ _____ (Write Unit Price)	\$ _____
64.	1.06.03	Provide Uniform Law Enforcement 1,300 HRS. @ \$ <u>112.35</u> per HR. <u>One Hundred Forty Six Thousand Fifty Five Dollars and Zero cents</u>	\$ <u>146,055.00</u>
65.	2.04.04	Soil Erosion & Sediment Control Measures Lump Sum @ \$ _____ per L.S. _____ _____ (Write Unit Price)	\$ _____

ITEM NO.	SPEC. REF.	BRIEF DESCRIPTION OF ITEMS AND PRICES IN WORDS AND FIGURES	EXTENSION
66.	2.04.04	Remove and properly dispose of asbestos cement pipe, if and where directed 100 L.F. @ \$ _____ per L.F. _____ _____ (Write Unit Price)	\$ _____

**TOTAL BASE BID - CONTRACT No. 818002
(Items No. 1 through 66 Inclusive)**

(Price in Words)

(Price in Figures)

IF A CORPORATION:

Name of Contractor _____

Signature of Bidder _____

Printed Name and Title _____

Business Address _____

Tax Identification No. _____

Incorporated under the laws of the State of _____

Names of Officers:

President _____

Secretary _____

Treasurer _____

Dated _____

(Affix Corporate Seal Here)

IF A PARTNERSHIP, INDIVIDUAL, OR NON-INCORPORATED ORGANIZATION:

Name of Company _____

Signature of Bidder _____

Printed Name and Title _____

Business Address _____

Tax Identification Number _____

Names and Addresses of Company Members:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and

_____ as Surety, are hereby

held and firmly bound unto _____

as Owner, in the sum of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and made a part hereof, to enter into a contract in writing for

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement attached hereto (properly completed in accordance with said bid) and shall furnish a bond for the faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year as set forth below.

Date: _____
_____ (Principal)

(Surety)

By: _____

(Affix Seal Here)

CONTRACTOR'S EXPERIENCE STATEMENT

The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing.

Bidders and proposed subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the contract.

Add supplementary page if necessary.

CONSENT OF SURETY

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:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO BUSINESS
IN NEW JERSEY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

NON-COLLUSION AFFIDAVIT

State of New Jersey _____

§:

County of _____

I, _____ of the City of _____ in the
County of _____ and the State of _____ of full
age, being duly sworn to law on my oath depose and say that I _____
of the firm of _____, the bidder making
the bid for the above named project, and that I executed the said bid with full authority to do so and
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 that all statements contained in said bid and in this affidavit are true
and correct and made with full knowledge that The Brick Township Municipal Utilities Authority
relies upon the truth of the statements contained in said bid and in the statements contained in this
affidavit in awarding the contract for 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 established commercial or selling agencies maintained by

(Name of Bidder) (N.J.S.A 52:3415).

By: _____

(Typed Name and Title)

Subscribed and sworn to before me

this _____ day of _____ 20____

(Notary Public of _____)

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

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

LIST OF SUBCONTRACTORS

As per the requirements of N.J.S.A. 40A:11-16, the following subcontractors must be listed if applicable. Additionally, all subcontractors shall be qualified in accordance with these specifications.

_____ **Initial Here If None**

Type of Work

Name and Address

Plumbing Work

Electrical

Structural Steel
& Ornamental Work

HVAC Work

Add supplementary page if necessary.

**STATE TREASURER'S LIST OF DEBARRED,
SUSPENDED AND DISQUALIFIED BIDDERS**

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY _____

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 _____, an officer of the firm of
_____ the bidder making the Proposal for the above named work,
and that I executed the said Proposal with full authority to do so that said bidder at the time of
making of this bid, is not included on the State of New Jersey, State Treasurer's List of Debarred,
Suspended and Disqualified Bidder; and that all statements contained in said Proposal and in this
affidavit are true and correct, and made with the full knowledge that the Owner as Local Unit relies
upon the truth of the statements contained in said Proposal and in the statements contained in this
affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the
State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and
during the life of this Contract, including the Guarantee Period, that The Brick Township Municipal
Utilities Authority shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1D-2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

Subscribed and sworn
before me this _____ day
of _____ 20__

Notary Public of _____
My commission expires _____, 20__

**STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY
REQUIREMENTS**

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION 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 or workers' representative of the contractor's commitments under this act 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by

the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J .A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or sub- contractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J .S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or sub- contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J .A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non- discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly

Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J .A.C. 17:27-1.1 et seq.

Name of Company: _____

Signature: _____ Title: _____

Date: _____

AFFIDAVIT OF NON-DISCRIMINATION IN EMPLOYMENT

(N.J.S.A. 10:2-1 through 10:2-4)

(This form is a part of the Proposal)

STATE OF _____

§:

COUNTY OF _____

_____, being first duly sworn, deposes and says he is the _____ (sole owner, a partner, president, secretary) of _____ the party making the foregoing Proposal or Bid, (the "CONTRACTOR"); that in the hiring of persons for the performance of WORK under this Contract or any Subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, neither the CONTRACTOR, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the WORK to which the employment relates; that neither the CONTRACTOR, nor any person acting on its behalf, shall, in any manner, discriminate against or intimidate any employee engaged in the performance of WORK under this Contract, or any Subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any materials, equipment, supplies or services to be acquired under this Contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex; that there may be deducted from the amount payable to the CONTRACTOR by the OWNER under this Contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and that this Contract may be canceled or terminated by the OWNER and all moneys due or to become due hereunder may be forfeited for any violation of these provisions occurring after notice to the Contractor from the Owner of any prior violation of these provisions.

Sworn to me and subscribed before me
this __ day of _____, 20__

Affiant

Notary Public

(SEAL)

**U.S. ENVIRONMENTAL PROTECTION AGENCY
CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Name of Bidder: _____

Name of OWNER: Brick Township Municipal Utilities Authority

Project: _____

INSTRUCTIONS

This certification is required pursuant of Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25). Each bidder is required to state in his bid whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable filing requirements.

CONTRACTOR'S CERTIFICATION

Contractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
YES _____ NO _____
2. Compliance reports were required to be filed in connection with such contract or subcontract.
YES _____ NO _____
3. Bidder has filed all compliance reports due under applicable instructions, including EEO-1.
YES _____ NO _____
4. If answer to Item 3 is a NO, please explain in detail on reverse side of this certification.

Certification - the information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001)

(NAME AND TITLE OF SIGNER - PLEASE TYPE)

SIGNATURE

DATE

WITNESS: _____

SEAL

202:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. 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 the provisions of this nondiscrimination clause.

(2) The contractor 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 race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he 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 Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

U.S. ENVIRONMENTAL PROTECTION AGENCY
CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction CONTRACTOR certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction CONTRACTOR agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction CONTRACTOR agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

SIGNATURE: _____

DATE: _____

Name and Title of Signer (Please Type)

WITNESS: _____

SEAL

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

BID DOCUMENT SUBMISSION CHECKLIST

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

**Sanitary Sewer Rehabilitation and Replacement
CONTRACT No. 818002**

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2). Checkmarks require submission with bid. Initial each item submitted with bid.

Checkmarks		Bidders Initials
√	A Bid Guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond with Power of Attorney, Certified Check or Cashier's Check)	
√	A Consent of Surety, pursuant to N.J.S.A. 40A:11-22 & Contract Specifications, Instruction to Bidders, Item Number 16.0 Consent of Surety	
√	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Statement of Ownership Disclosure)	
√	A listing of subcontractors as required by N.J.S.A. 40A:11-16 (Subcontractor's Declaration)	
√	If applicable, bidder's acknowledgment of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document (s)	
√	Bid Form (s)	

B. Failure to submit the following documents may be a cause for the bid to be rejected (N.J.S.A. 40A:11-23.lb). Checkmarks require submission with bid. Initial each item submitted with bid.

Checkmarks		Bidders Initials
	A copy of Business Registration Certificate issued by the State of New Jersey Department of the Treasury Division of Revenue, including subcontractors required to be listed in the contractor's submission (i.e., "LIST OF SUBCONTRACTORS"). If not submitted with the bid submission, is required prior to contract award.	
√	Submission of a Non-Collusion Affidavit (this form must be notarized)	
√	Contractors statement of Qualifications	
√	Affidavit regarding State Treasurer's list of debarred, suspended and disqualified bidders.	
	Copy of Certification of Registration with the Department of Labor (if Contract is for work in a Public Building, this does not apply to utility or treatment plant Contracts). If not submitted with the bid submission, is required prior to contract award.	
√	Submission of Affirmative Action Evidence. State of New Jersey Equal Employment Opportunity Requirements (Exhibit B)	
√	Affidavit of Non-Discrimination in Employment (for NJEIFP Contracts only)	
√	U.S. EPA Certification of Bidder Regarding Equal Employment Opportunity (for NJEIFP Contracts only)	

√	U.S. EPA Certification of Non-Segregated Facilities (for NJEIFP Contracts only)	
√	Prompt Payment Certification	
√	All unit prices submitted, the extensions properly computed and the total price stated in figures and in writing	
√	All forms properly signed, certified and notarized as required	
√	Properly addressed and sealed envelope	

C. SIGNATURE: The undersigned authorized representative hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

Print Name & Title: _____

Signature: _____ Date: _____

PROMPT PAYMENT CERTIFICATION

I make this certification on behalf of myself as a representative of the contractor named below (“Contractor”) and on behalf of the Contractor. I certify that for each application for payment submitted in connection with this project: (1) the work covered by that application for payment has been completed in accordance with the contract documents; (2) the payment requested is due; and (3) all amounts have been paid by the Contractor for work for which previous payments were issued. No application for payment will be submitted without Contractor having paid all subcontractors and suppliers their share of any funds received by Contractor pursuant to any previous application(s) for payment. I understand and acknowledge that this entire certification will be considered incorporated into every request for payment. I understand and acknowledge that if Contractor submits an application for payment without (1) having completed work in accordance with the contract documents, (2) payment requested being due, and/or (3) having paid all subcontractors and suppliers their share of any funds received by Contractor pursuant to any previous application(s) for payment, then Contractor has submitted a false claim and false certification, subjecting Contractor to liability, damages and penalties under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq.

If there is some legitimate reason Contractor cannot timely pay a subcontractor or supplier, then Contractor must submit a signed certification or affidavit to the owner/government entity fully explaining the situation, when the situation arose, and when it will be resolved. A failure to submit such an explanatory certification waives any defenses Contractor may later seek to assert in connection with liability under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq. or any other law, including N.J.A.C. 7:1D et seq.

I further understand and acknowledge that a false certification, whether express or implied, that (1) the work covered by an application for payment has been completed in accordance with the contract documents, (2) the payment requested is due, and/or (3) all amounts have been paid by the Contractor to subcontractors or suppliers for work for which previous payments were issued, is misleading with respect to the goods and services Contractor is providing.

I also understand and acknowledge that the requirements that (1) work has been completed in accordance with the contract documents, (2) the payment requested is due, and (3) all amounts have been paid by the Contractor for work for which previous payments were issued, are material to the State’s decision to allocate State funding dollars for this contract, and also material to any local government entity’s decision to retain and make payment to the contractor. I understand and acknowledge that if owner/government entity makes payment knowing of such violations, that does not demonstrate that the requirements are not material, and does not constitute a waiver of liability under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq. To the contrary, Contractor recognizes that owner/government entity may decide to continue to pay Contractor due to contractual and/or logistical requirements or considerations.

Additionally, I understand and acknowledge that a false certification, whether express or implied, that (1) the work covered by an application for payment has been completed in accordance with the contract documents, (2) the payment requested is due, and/or (3) all amounts have been paid by the Contractor for work for which previous payments were issued, constitutes legitimate grounds for debarment pursuant to N.J.A.C. 7:1D et seq.

(Signature)

(Date)

(Name and Title of Signer – Please Type)