



1551 Highway 88 West \* Brick, New Jersey 08724-2399  
732-458-7000 \* FAX 732-458-8203  
www.brickmua.com

## **BRICK TOWNSHIP MUA BID OPENING**

Sealed bids for:

### **ROAD PATCH MATERIALS**

will be received at: The Brick Township Municipal Utilities Authority  
1551 Highway 88 West, Brick, N.J. 08724  
until **10:00AM**, Prevailing Time  
On: **Wednesday, January 29, 2025**  
at which time they will be publicly opened and read.  
All interested parties are invited to attend.

There are two sections in this bid:

Section 1- Bid Specifications

Section 2 – Material Specifications & Proposal Page(s)

**PLEASE READ ALL THE MATERIAL INCLUDED IN BOTH SECTIONS  
OF THIS BID PACKAGE THOUROGHLY**

**FILL IN ALL FORMS COMPLETELY AND PROVIDE ALL PAPERWORK REQUESTED**



## Public Notices

Originally published at app.com on 01/10/2025

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### LEGAL NOTICE - ADVERTISEMENT FOR BID

The Brick Township Municipal Utilities Authority, County of Ocean, State of New Jersey, will receive sealed bids for:

Road Patch Materials

All bids for the above must be submitted no later than 10:00 a.m. prevailing time, on Wednesday, January 29, 2025, to the office of the Qualified Purchasing Agent, Robert Bowers, Brick Township Municipal Utilities Authority, 1551 Highway 88 West, Brick, New Jersey 08724, at which time they will be publicly opened and read. All interested parties are invited to attend.

Specifications may be obtained from the Business Office at the above address, Monday through Friday, between the hours of 8:00 a.m. & 4:00 p.m. or contact the purchasing department at 732-458-7000, Ext. 4220 or 4227. Email: [rbowers@brickmua.com](mailto:rbowers@brickmua.com) or [dcurcio@brickmua.com](mailto:dcurcio@brickmua.com)

The Brick Township Municipal Utilities Authority reserves the right to reject any and all bids submitted and to waive all immaterial informalities. Bidders are required to comply with the requirements of PL 1975, C. 127. Surety as noted in specifications.

By Order of  
The Brick Township  
Municipal Utilities Authority

Robert W. Bowers  
Qualified Purchasing Agent  
(\$29.92)

# SECTION 1

BID DOCUMENT SUBMISSION CHECKLIST

&

BID SPECIFICATIONS AND DOCUMENTS

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID DOCUMENT SUBMISSION CHECKLIST**

**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.

Bidder's Initials

X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2. To be provided <u>in addition</u> to Stockholders Disclosure Form noted below. <b>See item 26</b>	
X	Submission of Stockholders Disclosure Form. <b>See item 26 &amp; page 12</b>	
X	List of Subcontractor's, if applicable. <b>See item 27</b>	
X	Submission of Agreement of Surety in the form attached as part of the bid specifications. <b>See item 31 and page 22</b>	
X	A Bid Guarantee, Bid Bond or Certified Check or Cashier's Check. <b>See item 31 &amp; page 23</b>	
X	Bidder's acknowledgment of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document(s). <b>See item 12 &amp; page 26</b>	
X	All forms signed, certified and notarized as required. Envelope properly addressed and labeled as specified. Received in a <u>sealed</u> envelope. <b>See item 2</b>	
X	Submission of Fully Executed Proposal and Submission of any Exceptions to Specification Sheet along with all available information. <b>See items 2 through 13</b>	

**Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b)**

Checkmarks require submission with bid. Initial each item submitted with bid.

Bidder's Initials

X	Submission of Certificate of Insurance. <b>See item 32</b>	
X	Submission of Affirmative Action Evidence. <b>See item 28 &amp; pages 13 &amp; 14</b> Letter of Federal Approval <b>or</b> Certificate of Employee Information Report, <b>or</b> completed Form AA302 (available from the Authority)	
X	Submission of New Jersey Anti-Discrimination form. <b>See item 29 &amp; page 15</b>	
X	Submission of Americans with Disabilities Act form. <b>See item 30 &amp; page 16</b>	
X	Submission of Disclosure of Investment Activities in Iran Form. <b>See page 17</b>	
X	Submission of Certification of Non-Involvement in Russia or Belarus Form. <b>See page 18</b>	
X	Submission of Copy of Business Registration Certificate (BRC) issued by the New Jersey Department of Treasury. <b>See item 33 &amp; page 19</b>	
X	Submission of Non-Collusion Affidavit (must be notarized). <b>See page 20</b>	
X	Submission of Affidavit regarding State Treasurer's list of debarred, suspended and disqualified bidders. <b>See page 21</b>	
X	Electronic Submission of Political Contribution Disclosure Form(Pay-to-Play). <b>See item 34</b>	
X	Submission of a W-9. <b>See page 24</b>	
X	BTMUA Terms and Condition Form Signed. <b>See item 24 &amp; page 25</b>	

**The undersigned authorized representative hereby acknowledges and has submitted the above listed requirements.**

Name of Bidder (Company): \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

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

## BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

### **1. QUALIFICATIONS OF BIDDERS:**

The Brick Township Municipal Utilities Authority (hereinafter "BTMUA" or "Authority") may make such investigation deemed necessary to determine the ability of the bidder to furnish and guarantee the delivery of the items specified and the bidder shall furnish to the BTMUA all such information and data for this proposal as the BTMUA may request. The BTMUA reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the BTMUA that such bidder is properly qualified to carry out the requirements of these specifications.

### **2. PREPARATION OF BIDS:**

All bids shall be submitted in sealed envelopes addressed to the Qualified Purchasing Agent, Brick Township Municipal Utilities Authority, 1551 Highway 88 West, Brick, New Jersey 08724, clearly marked **CONFIDENTIAL BID WITH BID NAME ON THE ENVELOPE** and bearing the name and address of the bidder on the face of the sealed envelope. It is the bidder's responsibility to present bids to the BTMUA prior to the bid opening. Each bid must be delivered to the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Bids received after the hour herein named or in unsealed envelope not marked "confidential bid" or without the bidder's name on the outside thereof, may not be considered. The BTMUA will not be responsible for bids forwarded through the US Mail, FEDEX, UPS, etc. if lost in transit at any time before bid opening or received after bid opening. Bids received after the designated time and date will be returned unopened. Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in black or blue ink or typewritten. Bidders shall not remove and submit the proposal pages separate from the volume of Contract Documents, including all pages correctly assembled. All exceptions must be listed on a separate page and explained. If no exceptions are taken, then the vendor must supply the item(s) as specified. All forms must be signed, certified and notarized as required. The bidder shall include one original and one copy of their proposal in their bid submission envelope. The bid proposal form(s) must give the full business name, business address, business phone, the contact person of the bidder, email of the contact person and be signed by an authorized representative as follows:

- Bids by partnerships 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 the 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.

### **3. OBLIGATION OF BIDDERS:**

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Contract Documents, including all Addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

Potential bidders are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The BTMUA is not responsible for third party supplied documents.

### **4. COMPLIANCE TO MINIMUM BID REQUIREMENTS:**

All bidders must answer compliance questions in full. If a bidder is basing his proposal on equipment contended to be an "equivalent" product to what is specified in these bid documents and wishes the equipment they propose to be considered as an "approved equal", they must answer all compliance questions in full.

### **5. MODIFICATIONS OF BIDS:**

Any bidder may modify his bid by registered mail. Bids may not be modified within 24 hours of the stipulation of time of opening bids.

## **BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

### **6. MULTIPLE BIDS:**

More than one bid from an individual, a firm, or partnership, a corporation, or association of principals under the same name or different names shall not be considered.

### **7. INFORMAL BIDS:**

The BTMUA may reject as informal, bids which are incomplete, conditional, or obscure, or which contain additions not called for, erasures not properly initialed, alterations, or irregularities of any kind, or the BTMUA may waive such informalities.

### **8. WITHDRAWAL OF BIDS:**

Upon proper request, written application of the bidder and identification, bids may be withdrawn at any time prior to the designated time for the bid opening. No bid may be withdrawn within 60 days after the bids have been opened.

### **9. CAUSES FOR REJECTION OF BIDS: (All bids pursuant to N.J.S.A. 40A:11-13.2)**

The BTMUA reserves the right to reject any or all bids, or to waive immaterial defect or informality in any bid, if deemed in the best interest of the BTMUA. Bidders are cautioned to examine all attached documents carefully and to execute and sign the proposal, disclosure of ownership, affirmative action form, anti-discrimination form, Americans with Disabilities form, Iran disclosure form, Russia-Belarus Form, NJ BRC, non-collusion affidavit, all other forms within the bid documents and comply with surety requirements. All information listed on the proposal checklist must be submitted with the package. The BTMUA may not consider any bid not prepared and submitted in accordance with the provisions hereof. The BTMUA also reserves the right not to consider if a bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, the BTMUA may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

### **10. PRICING:**

All prices and amounts and extension of each article which the bidder agrees to furnish must be written in black or blue ink or typewritten in blank space provided for it, opposite the name of the item for which the price is given. NET UNIT PRICES MUST BE GIVEN. EXTEND the total price. 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 a cause for rejection by the BTMUA in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in black or blue ink by the person signing the bid. Prices must include delivery to the Authority's point. Exception: Where price is given F.O.B. shipping point, this must be stated. Failure to do this will be interpreted to mean delivered to the BTMUA's point for the price stated. All additional charges and taxes, including consumer's taxes, which are to be paid under existing and future laws, must be paid by the bidder without any right of reimbursement from the BTMUA. The BTMUA is exempt from any local, state or federal sales, use or excise tax. The BTMUA will not pay for N.J. State Sales and Use Tax that are included in any invoices.

### **11. ERRORS IN PROPOSALS:**

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total bid submitted, the correct sum extended shall govern. Amounts written in words shall govern over the amounts given in numerals.

No remedy provided within the terms of the contract and specifications shall be deemed to preclude the BTMUA from taking any other action, but on the contrary, shall be deemed to be a remedy in addition to any and all other legal or equitable remedies permissible by law.

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

**12. ADDENDA AND INTERPRETATIONS:**

No oral interpretations and or clarification of the meaning of the specifications for any good or services will be made to any bidder. Every request for such interpretation should be in writing, addressed to the Qualified Purchasing Agent, 1551 Highway 88 West, Brick, New Jersey 08724, and to be given consideration the written request must be received at least three (3) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written documents, at the respective addresses furnished for such purpose, not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents. The BTMUA is not responsible for any misinterpretation of the bid by the vendor. The bidder cannot assume anything pertaining to the specs or the item(s) they intend to bid.

**IN ADDITION**, the bidder shall submit, on their letterhead, a list of details supporting any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or item. Note - this full and detailed written comparison of every item must be included with proposal or bid will be rejected as non-responsive to the specifications. Literature of all equivalent products shall be submitted with bidder's proposal. If applicable, a local demonstration of all proposed equipment shall be performed promptly if requested.

**13. APPROVAL AND INTERPRETATION:**

All items must be in strict accordance with the specifications and accepted bid and will be subject to the approval of the Qualified Purchasing Agent. Should any dispute arise respecting the true construction and meaning of these specifications, same shall be decided by the above person, as the accredited representative of the BTMUA and his/her decision shall be final and conclusive. Each bidder must be known to be engaged in the business and well qualified to carry out his contract, and satisfactory testimonials to that effect must be furnished, if required.

**14. LOWEST QUALIFIED BIDDER:**

An award shall be made to the lowest qualified bidder. Date of delivery could be a determinant in making the award. Successful bidders will be notified immediately following an award. Items shall be awarded separately or in total. The BTMUA shall award the bid based on the lowest responsible bidder that meets the performance criteria and compliance criteria as well as price. All items will be judged fairly and accordingly by the BTMUA. If the Purchase Bureau, Department of the Treasury, State of New Jersey, has received competitive bids for this item, the BTMUA may opt to take advantage of the State Contract price, if it is lower than that received by BTMUA.

**15. TIE BETWEEN BIDDERS:**

Pursuant to N.J.S.A. 40A:11-6.1, in the event of a tie between the lowest bidders on a bid, the BTMUA may award the contract to the vendor whose response, in the discretion of the BTMUA, is the most advantageous.

**16. TIME TO AWARD CONTRACT:**

An award shall be made to the lowest qualified and responsible bidder(s). The BTMUA shall have sixty (60) days from the receipt of bids to either accept or reject any or all bids and a reasonable time thereafter in the event of any special circumstances or conditions requiring same. The BTMUA reserves the right to award items separately or in total. All security delivered with the bids, except the check or bond of the apparent lowest three bidders shall be returned within ten (10) working days thereafter. Within three (3) days, Sundays and holidays excluded, after the awarding and signing of the contract, the bid security of the remaining unsuccessful bidders shall be returned to them.

**17. EXECUTION OF CONTRACTS:**

The successful bidder(s) shall enter into a written contract with the Authority for the faithful performance of his bid.

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

**18. LENGTH OF CONTRACT:**

The term of this Contract shall be for one year from the date specified on the day of the award except where an alternate bid has been solicited for a different length of time to be contracted. Prices bid shall remain in effect during the entirety of the contract and apply to any supplemental orders for like items approved by the Authority. Vendors must include a letter explaining any deviation from this requirement in with the bid package at the time of submission.

**19. DELIVERY:**

Items will be ordered by Authority personnel. **Item(s) are to be delivered to the BTMUA, as noted for all Item(s) on the Proposal page contained within these specifications.** A Purchase Order will be supplied to the vendor at time of order and/or procurement.

Every bidder is requested to make a statement with his bid covering this stipulation, naming any exception or qualification, and failure to make this statement will be interpreted to mean that the stipulation is accepted as stated.

**All deliveries to the BTMUA shall be made between the hours of 8:30 a.m. and 3:30 p.m., Monday-Friday.**

**Weekend or holiday deliveries are not acceptable.**

If the person or firm to whom an award is made fails to furnish the items as specified, the Authority may cancel the order and may deduct and retain out of the monies due, or which may become due, to such person or firm from the Authority such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Authority may or shall be obliged to pay to procure such supplies from other parties. Surety or bonds may also be used.

**20. QUALITY:**

All item(s) quoted must conform to description and specifications as they appear on the bid proposal and/or specification page(s) attached by the BTMUA. Manufacturer's or distributor's catalog or model numbers that have been referred to for the purpose of establishing the style and quality of the items which the BTMUA will accept. Vendors may quote on items equally good, BUT vendors shall insert the catalog and/or model number of the items for which they are quoting in the appropriate column on the quotation form. Each person or firm submitting quotations shall submit catalogs, brochures, technical data and/or other pertinent data which clearly describes the items quoted to evaluate compliance with the specifications. All exceptions must be noted and placed in writing on the exception list form and/or on a separate sheet attached to the exceptions list form if needed.

**21. QUANTITY REQUIREMENTS:**

The Authority's requirements are based on future projections and usage data for the length of the contract. The quantity listed is an estimate only, and the Authority does not guarantee to purchase any definite quantity. The amount purchased, however, shall be all of the Authority's requirements during the term of the contract, whether it be more or less than the estimate.

**22. DOMESTIC PRODUCTS:**

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to N.J.R.S. 40A:11-18. Preference will be given to products made or manufactured in the U.S.A. If applicable, a certificate of origin will be provided upon delivery.

**23. ESCALATOR CLAUSES:**

Bids which contain escalator clauses will not be considered except on fuel oil or gasoline bids. If bidder cannot guarantee price quoted or cannot deliver the item quoted within 180 days from the date of order, he must not quote the item.

**24. PAYMENT:**

The terms of payment, under which bids are solicited and to which all bidders offering proposals under these specifications agree, are made in accordance with the BTMUA's policy and procedures. The contractor will not have the privilege of partial payments of account. Billings are to be made for complete orders only, and the BTMUA will not clear invoices covering parts of orders. Orders must be completed in their entirety before payment is made.



**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

**25. INDEMNIFICATION AGAINST CLAIMS:**

The successful bidder shall indemnify and hold harmless the BTMUA, the BTMUA's officers, agents, and the BTMUA's employees, from and against all losses, suits, claims, actions, demands, payments, recoveries, and judgments for any injury or damage sustained or alleged to have been sustained to the person or property of another, or of the property of the BTMUA resulting from any party or parties by reason of the use of negligent acts, defective materials or items furnished or delivered under the contract to be awarded here under or by or on account of any act of omission of any contractor, his, it's or their agents or employees and in case any such action be brought against the BTMUA the contractor shall immediately take charge and defend same at his, it's or their own cost and expense. The BTMUA may, if it so desires, defend such action and charge the expense of same to the contractor.

**26. STATEMENT OF OWNERSHIP & STOCKHOLDERS DISCLOSURE:**

The N.J.S.A. 52:25-24.2 law provides that no business organization, regardless of form of ownership 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 the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, individual partner, and member exceeding the ten percent ownership has been listed. The included Statement of Ownership shall be completed and the list of stockholders attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened. Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

**27. SUBCONTRACTORS:**

The Brick Township Municipal Utilities Authority will recognize only the successful bidder(s) for the proper execution of the entire work under this contract. No subcontractor shall be allowed to perform any work without the express permission of the Authority. If using subcontractor(S), a full list of all subcontractors shall be submitted with contractor's bid/proposal.

**28. AFFIRMATIVE ACTION REQUIREMENTS:**

No bidder may be issued a contract unless they comply with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. All successful vendors must submit the **Affirmative Action Evidence** as set forth on the attached Affirmative Action Requirements Form.

**29. NEW JERSEY ANTI-DISCRIMINATION PROVISIONS:**

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to comply by all anti-discrimination laws including but not limited to the New Jersey Anti-Discrimination Provisions of N.J.S.A. 10:2-1 et seq.

**30. AMERICANS WITH DISABILITIES ACT:**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements of the Americans with Disabilities Act of 1990 as specified on the document included within the bid specification. The contractor is obligated to comply with the Act and to hold the BTMUA harmless for any violations committed under the contract.

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

**31. BID GUARANTEE & CONSENT OF SURETY:**

Each bid must be accompanied by a certified check, cashier's check, or bid bond issued by a surety company licensed to do business in New Jersey, in the amount of 10% of the total amount of the bid, but not in excess of \$20,000, payable unconditionally to the Brick Township MUA. Where a bid bond is submitted, **the surety company authorized to do business in the State of New Jersey shall submit an Agreement of Surety in substantially the form attached hereto or the bid shall be rejected**, it shall contain Power of Attorney for full amount of the bid bond, and statement of financial condition must accompany same. Where one or more price(s) or alternate price(s) is offered, the deposit is based on the extension of the highest price(s) or alternate price(s). This deposit shall be deemed a guarantee that the bidder will enter into a contract to deliver awarded items if their proposal is accepted. The check or bonds will be returned to all except the successful bidders promptly following awards pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. All awards are based on the provision that such bids do not exceed the funds available. If required, the successful bidder will supply a completion bond.

**32. INSURANCE:**

The successful bidder cannot commence work under the terms of the specifications until he has furnished certificates of insurance to the BTMUA showing that he has contractor's public liability, automotive liability and workers compensation insurance to protect himself and the BTMUA. Therefore, **a certificate of insurance naming the Brick Township Municipal Utilities Authority as additional insured must be provided with the bid submittal**. The limits of bodily injury and property damage shall be in sufficient amounts to totally indemnify and save harmless the BTMUA. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey. The certificate of insurance shall contain a ten-day cancellation clause with written notice by the insurance company to the BTMUA.

**33. NJ BUSINESS REGISTRATION CERTIFICATE (BRC)**

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

Here is how a NJ Business Registration Certificate can be obtained from the NJ Division of Revenue:

Log onto <https://www.nj.gov/treasury/revenue/gettingregistered.shtml> in order to comply with this requirement.

**34. PAY-TO-PLAY DISCLOSURE:** Business Entities are advised of their responsibility to file an annual disclosure statement of political contributions (Form BE) with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A.19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary, Additional information on this requirement is available from:

**ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)**

Please go to the ELEC state website: <https://www.elec.nj.gov/pay2play/p2p.html>

For forms to be filed online.

Please print the form filed and attach it in the bid package.

### **35. TRUTH IN CONTRACTING:**

#### **Bidder should be aware of the following statutes that represent the “Truth in Contracting” laws.**

- N.J.S.A. 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.
- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 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.

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

**STOCKHOLDERS DISCLOSURE FORM**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip: \_\_\_\_\_

In the spaces provided, list the name and address of all owners, partners, directors, officers, and indirect owners owning 10% or more interest in the bidder's firm. If corporate owner, list in the spaces provided stockholders, or owners, whose ownership through the corporation is 10% or more of the bidder's firm, complete affidavit at bottom of this form. If this has already been submitted to the Brick Township Municipal Utilities Authority, use the form for any changes and complete the affidavit.

<u>Name</u>	<u>Address</u>	<u>City/State/ Zip</u>	<u>Percent</u>
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Owned

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

President or President of Firm:

\_\_\_\_\_  
(Type or Print Name and Phone Number)

**AFFIDAVIT**

I CERTIFY THAT:

\_\_\_\_\_ List of stockholder's names and addresses has been submitted to the Brick Township Municipal Utilities Authority and it is current and correct to the best of my knowledge with the exceptions as listed above.

\_\_\_\_\_ List of stockholders above is current and correct to the best of my knowledge.

\_\_\_\_\_ There are no stockholders holding 10% or more in this corporation or firm to the best of my knowledge.

Signature of Authorized Representative: \_\_\_\_\_

Type or Print Name and Title: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

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

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE and GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals 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.

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

A. Procurement, Professional & Services Contracts

All successful vendors must submit within three days of the notice of intent to award or the signing of the contract, one of the following documents to the Authority.

Failure to submit one of the following will result in the contractor's bid being rejected as non-responsive.

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval.
2. A photocopy of their Certificate of Employee Information Report.
3. If the contractor cannot present (1) or (2), the contractor is required to submit a completed Employees Information Report Form AA-302. This form will be made available to contractors by the Brick Township Municipal Utilities Authority, if required.

Name of Company: \_\_\_\_\_

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

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

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. 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, no 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;
- b. No contractor, subcontractor, nor any person on his 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 such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, 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
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name of Company: \_\_\_\_\_

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

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





DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION TITLE & #: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renewal contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at: https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, She/He shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[ ] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Duration of Engagement
Anticipated Cessation Date

\_\_\_\_\_
\_\_\_\_\_

\*Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature of Authorized Representative

Date

Print Name and Title



## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"<sup>1</sup>) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

<sup>1</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

**New Jersey Business Registration Requirements**

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

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

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

During the course of contract performance:

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

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

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

**Emergency Purchases or Contracts**

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

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_, 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 am of the firm

\_\_\_\_\_

the Bidder making the **bid for Pipe and Appurtenance** and that I executed 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 contract; 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 statements contained in this affidavit in awarding the above-named contract.

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 or a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by

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

BY \_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title)

Subscribed and sworn to before me

this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public of New Jersey

(SEAL)

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

**STATE TREASURER'S LIST OF  
DEBARRED, SUSPENDED & 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 any time 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 Title of Affiant)

\_\_\_\_\_  
(Insert Name and Address of Contractor)

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

**AGREEMENT OF SURETY**

The \_\_\_\_\_, a corporation created and existing under the laws of the State of \_\_\_\_\_ whose principal office is in \_\_\_\_\_

and is duly authorized to transact business in the State of New Jersey (hereinafter called the Surety), hereby

undertakes that if the accompanying bid of \_\_\_\_\_

(hereinafter called the Bidder) dated \_\_\_\_\_ for \_\_\_\_\_

be accepted as to any or all of the items of material and workmanship proposed to be furnished thereby, or as to any portion of the same, the said bidder shall, within ten (10) days after notice of the award of contract, enter into a contract with The Brick Township Municipal Utilities Authority (hereinafter called the Obligee), and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Bidder to enter into such contract and give such bond, the Surety will pay the Obligee the difference between the amount specified in said bid and the amount for which the Obligee may contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former.

Provided and subject to condition precedent:

That any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its corporate seal to be affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Attest:

\_\_\_\_\_ BY: \_\_\_\_\_

(Affix seal here)

\_\_\_\_\_  
(Typed name and title)

**BID GUARANTEE**

This Proposal is accompanied by bid security in accordance with the conditions state in the Invitation to Bid. The bid security is in the form of:

A. Surety Bid Bond \_\_\_\_\_

B. Certified/Treasurer's check \_\_\_\_\_

The amount of \_\_\_\_\_

(\$ \_\_\_\_\_)

Payable to: Brick Township MUA

The Bidder hereby agrees that if this Proposal shall be accepted by the Owner and the Bidder shall fail to execute and deliver the Contract and the required Performance Bond or other required documents in accordance with the requirements of this Proposal and other sections of the Contract Documents within the time specified, then the Bidder shall be deemed to have abandoned the Contract and thereupon the Proposal and acceptance shall be null and void and the security accompanying the Proposal shall be forfeited to an retained by the Owner, as liquidated damages for such failure or neglect, and to indemnify the Owner for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish documents as aforesaid.

In compliance with the Laws of the State the Bidder is:

An individual \_\_\_\_\_

A Partnership \_\_\_\_\_

A Corporation \_\_\_\_\_

of \_\_\_\_\_ having principal

offices at \_\_\_\_\_

\_\_\_\_\_.

## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	Requester's name and address (optional)
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**Brick Township MUA Terms & Conditions**

Please be advised that the Brick Twp. MUA is a local government agency and cannot guarantee terms of Net 30 days from date of invoice or pay late fees or finance charges. Following are terms and conditions of our purchase and payment policy:

- All shipments shall be made to Brick Utilities, 1551 Highway 88 West, Brick, NJ 08724.
- Deliveries to our warehouse are accepted Monday through Friday, 8:30 AM to 4:00 PM.
- Shipments are not to be made “C.O.D.”
- Transportation is to be included on all quotes and invoices, unless otherwise agreed.
- Enclose packing slip with each shipment.
- The Authority retains the right to cancel an order if reasonable shipment cannot be made.
- The MUA utilizes a Purchase Order & Vouchering system. Once an order has been entered into our system and approved, Purchase Order and Voucher forms are printed and emailed or mailed to the vendor.
- All payments are made by check and require the return of signed vouchers by the vendor. Vouchers and the vendor invoice must be received by the 10<sup>th</sup> of the month to be eligible for payment that month following Approval by the Board of Commissioners at the regular monthly meeting, held on the last Thursday of each month.
- We require that purchase orders are completed in full before processing payment.
- The MUA requires all vendors to complete IRS Form W-9 to establish a vendor account number. At your request, a blank form can be provided to you for completion and return upon acceptance of these terms.
- Upon acceptance of the terms above, The MUA requires submittal of a NJ Business Registration Form from vendors with whom purchases are expected to reach or exceed \$6,600.00, or 15% of our bid threshold in the current year. Information on how to obtain this will be forwarded upon your request.
- Should you require, the MUA will provide credit references and/or our Tax Form W-9 upon request.
- Please be advised that the Brick Twp. MUA is a local government agency and not subject to sales tax.
- If you require a copy of Form ST-4, or any other additional information, please email your request to [dcurcio@brickmua.com](mailto:dcurcio@brickmua.com) or contact Deanna Curcio at extension 4227.

BY SIGNING BELOW THE VENDOR AGREES TO THE TERMS AND CONDITIONS AS OUTLINED ABOVE.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS**

THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

**No addenda(s) were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Company Bidding)

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

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

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

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

SECTION 2  
MATERIAL SPECIFICATIONS  
&  
PROPOSAL PAGE(S)

THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
1551 Highway 88 West  
Brick, New Jersey 08724

**RPM BID PROPOSAL**

The undersigned hereby proposes to furnish and deliver all items specified on the attached pages for which prices are herewith given, in strict accordance with these specifications, and hereby accepts the forgoing conditions under which this contract is to be awarded and agrees to be bound thereby.

The prices quoted include all charges and expenses for furnishing and delivering all items in the manner and under the conditions specified, except where otherwise stated.

The undersigned hereby declares that this bidder is the only person interested in this estimate, and that no other person then herein named has any interest in this estimate or in the contract proposed to be taken; that it is to be made without any connection with any person making an estimate for the same items and is in all respects fair and without collusion or fraud.

The undersigned does further declare that no member of the Authority or any officer or other employee of the Authority is directly or indirectly interested therein of in any portion of the profit thereof.

**Name of Company:** \_\_\_\_\_

**Location of Plant or Quarry:** \_\_\_\_\_

**Name of Authorized Bidder (Print):** \_\_\_\_\_

**Authorized Bidder Signature:** \_\_\_\_\_

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

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

**Telephone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**E-Mail Contact Information:** \_\_\_\_\_

**Bid Total in Words:** \_\_\_\_\_

**Total amount of Bid: \$** \_\_\_\_\_ **Deposit/Surety Enclosed: \$** \_\_\_\_\_

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

ITEM #	ESTIMATED QUANTITY	DESCRIPTION	BID PER TON/CAN DELIVERED TO BTMUA	TOTAL
1.	500 tons	Crushed Stone conforming to #57 coarse aggregate (Blue Stone)	\$	\$
2.	900 tons	1" Quarry Process Stone	\$	\$
3.	50 cans	Asphalt Cut Back (RC-TAC) 5 gal. containers #NA 1999	\$	\$
ITEM #	ESTIMATED QUANTITY	DESCRIPTION	BID PER TON PICKED UP BY BTMUA Within a 20 Mile Radius of 1551 Hwy 88 W, Brick NJ	TOTAL
4.	400 tons	I-5 FABC (9.5 M 64)	\$	\$
5.	400 tons	I-2 Stabilized Base (19 M 64)	\$	\$
6.	30 tons	Cold Patch High-Performance	\$	\$
7.	100 tons	I-4 Intermediate (12.5 M 64)	\$	\$
ITEM #	ESTIMATED FOOTAGE	DESCRIPTION	BID PER SQUARE FOOT	TOTAL
8.	2200 SQ FT	Infrared Paving at various locations in Brick & Howell NJ on an as needed basis including, All Labor, Vehicle(s) & Equipment and All Material including but not limited to I-5 FABC	\$	\$

BID TOTAL \$ \_\_\_\_\_

BID TOTAL IN WORDS: \_\_\_\_\_

**EXCEPTION SHEET**

Bidder must itemize all exceptions to the specifications on the form provided. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual exception will be cause for bid rejection.

1. \_\_\_\_\_  
\_\_\_\_\_

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

3. \_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
\_\_\_\_\_

6. \_\_\_\_\_  
\_\_\_\_\_

7. \_\_\_\_\_  
\_\_\_\_\_

8. \_\_\_\_\_  
\_\_\_\_\_

Unless otherwise stated by the Bidder in the space provided, the proposal will be considered as being in strict accordance with the specifications outlined herein.

