

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

**Road Patch Materials**  
(Contract Title)

**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	Bidder's Initials
<b>X</b> 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. See Item 28.	
<b>X</b> If applicable, bidder's acknowledgment of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document(s)	
<b>X</b> Submission of Copy of Business Registration Certificate issued by the New Jersey Department of Treasury. See page 14.	

**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.

Checkmarks	Bidder's Initials
<b>X</b> Submission of fully executed Proposal. See page 7.	
<b>X</b> Submission of Stockholders Disclosure Form. See Item #30 and page 8.	
<b>X</b> Submission of Agreement of Surety in the form attached as part of the bid specifications. See Item 27 and page 9.	
<b>X</b> Submission of Affidavit regarding State Treasurer's list of debarred, suspended and disqualified bidders. See page 13.	
<b>X</b> Submission of Non-Collusion Affidavit (must be notarized). See page 10	
<b>X</b> Submission of Certificate of Insurance. See Item 32.	
<b>X</b> Submission of Affirmative Action Evidence. See Item 29 and page 12. Letter of Federal Approval <b>or</b> Certificate of Employee Information Report, <b>or</b> completed Form AA302 (available from the Authority)	
<b>X</b> Submit Exception to Specification Sheet along with all available information, See Items 3 and 14, and page 6.	
<b>X</b> All forms signed, certified and notarized as required.	
<b>X</b> Properly addressed and sealed envelope.	

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

Name of Bidder: \_\_\_\_\_

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

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

**THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

**1551 Highway 88 West  
Brick, New Jersey 08724  
Phone: (732) 458-7000**

**BID SPECIFICATIONS**

**1. DATE AND PLACE OF OPENING OF BIDS:**

Sealed bids for: **Road Patch Materials** or equivalent will be received at the Brick Township Municipal Utilities Authority, 1551 Highway 88 West, Brick, N.J. 08724, until **10:00 a.m.**, Prevailing Time, on **Wednesday, March 1, 2017**, at which time they will be publicly opened and read. All interested parties are invited to attend.

**2. 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 purpose 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.

**3. 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 and marked "BID FOR **Road Patch Materials**". Each bid must be delivered at 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 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 if lost in transit at any time before bid opening or received after bid opening.

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in 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.

**4. REJECTION OF BIDS:**

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, non-collusion affidavit disclosure of ownership, affirmative action, and comply with surety requirements, if applicable. All information listed on the proposal checklist must be submitted with the package. The BTMUA may consider informal, any bid not prepared and submitted in accordance with the provisions hereof.

**5. 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.

**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.

**6. 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.

**7. WITHDRAWAL OF BIDS:**

Upon proper request and identification, bids may be withdrawn at any time prior to the designated time for the bid opening. No bid may be withdrawn within 30 days after the actual date of the bid opening.

**8. 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.

**9. PRICES:**

The net unit price and extension of each article which the bidder agrees to furnish must be written in 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. 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 bidder is required to provide any tax exemption certificates or blanks that may be necessary.

**10. 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 sum 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.

**12. INTERPRETATION AND APPROVAL:**

All items must be in strict accordance with the specifications and accepted bid, and will be subjected to the approval of the Qualified Purchasing Agent. Should any dispute arise respecting the true construction and meaning of these specification, 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.

**13. 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.

**14. ADDENDA AND INTERPRETATIONS:**

No interpretations of the meaning of the specifications of other contract documents will be made to any bidder orally. 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 must be received at least five (5) 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**, 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.

**15. 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.

**16. TIE BETWEEN BIDDERS:**

In the event of a tie between the lowest bidders on a bid, all bids may be rejected and rebid in the event there is no deciding factor stated in the specifications that may be considered in order to break the tie such as completion time.

**17. EXECUTION OF CONTRACTS:**

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

**18. TIME TO AWARD CONTRACT:**

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

**19. LENGTH OF CONTRACT:**

The term of this Contract shall be for one year from the date of the award. Prices bid shall remain in effect during this period and apply to any supplemental orders for like items. Vendors must include a letter explaining any deviation from this requirement in with the bid package at the time of submission.

**20. SUBCONTRACTS:**

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.

**21. DELIVERY:**

Items to be supplied on an *as needed* basis for the length of the bid and will be ordered by Authority personnel. **Items will either be picked up by BTMUA Personnel or Delivered to the BTMUA, as noted for all Items 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.

**22. QUALITY:**

All items quoted must conform to description and specifications. Manufacturer's or distributor's catalog or model numbers 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 ALL 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 noted will be placed in writing on attached exception list form.

**23. 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 with the equipment upon delivery.

**24. 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 on within 180 days from the date of order, he must not quote the item.

**25. PAYMENT:**

The terms of payment, under which bids are solicited and to which all bidders offering proposals under these specifications agree, are: Net cash upon proper presentation of the amount stated in the contract and covered by formal order, and necessary action by the BTMUA. The contractor will not have the privilege for 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.

**26. INDEMNIFICATION AGAINST CLAIMS:**

The successful bidder shall indemnify and save harmless the BTMUA, the BTMUA's 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 by any party or parties by reason of the use of 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, its 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, its 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.

**27. 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.

Where a bid bond is submitted, **an Agreement of Surety in the form attached hereto must be submitted or the bid shall be rejected**, power of attorney, and statement of financial condition must accompany same.

Where one or more price or alternate price is offered, the deposit is based on the extension of the highest price or alternate price. This deposit shall be deemed a guarantee that the bidder will enter into a contract to deliver awarded items if his proposal is accepted. Such check or bonds will be returned to all except the successful bidders promptly following awards. 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.

**28. STATEMENT OF CORPORATE OWNERSHIP:**

All corporations must attach to their bid a statement, on their company letterhead, confirming the company is a corporation and setting forth the names and addresses of all owners of the corporation.

**29. AFFIRMATIVE ACTION REQUIREMENTS:**

Bidders are required to comply with the Affirmative Action Requirements of PL. 1975, C. 127 (N.J.A.C. 17). All successful vendors must submit the required **Affirmative Action Evidence** as set forth on the attached Affirmative Action Requirements.

**30. STOCKHOLDERS DISCLOSURE:**

All corporations or partnerships must attach to their bid a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding a 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding 10% ownership criteria has been listed. See Stockholders Disclosure Form attached.

**31. PAY-TO-PLAY REGULATION – BIDDER RESPONSIBILITY**

Pursuant to P.L. 2005, c.271, any business entity that has received \$50,000 or more in a calendar year through agreements or contracts with public entities, must file an annual disclosure statement with the New Jersey Election Law Enforcement Commission (ELEC). Annual statements will be due by March 30th, and will report information relevant to the previous calendar year. The Business Entity Annual Statement (Form BE) and filing instructions are available on the ELEC website – [www.elec.state.nj.us](http://www.elec.state.nj.us). The New Jersey toll free ELEC telephone number is 1 – 888 – 313 – ELEC.

**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 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. The certificate of insurance shall contain a ten-day cancellation clause with written notice by the insurance company to the BTMUA.

**33. QUANTITY REQUIREMENTS**

The Authority's requirements for Road Patch Materials 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 given.

**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. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_
- 11. \_\_\_\_\_
- 12. \_\_\_\_\_
- 13. \_\_\_\_\_
- 14. \_\_\_\_\_
- 15. \_\_\_\_\_
- 16. \_\_\_\_\_
- 17. \_\_\_\_\_
- 18. \_\_\_\_\_
- 19. \_\_\_\_\_
- 20. \_\_\_\_\_
- 21. \_\_\_\_\_
- 22. \_\_\_\_\_

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.

**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.

Item #	Estimated Quantity	Description	Bid per Ton/Can Delivered to BTMUA	Totals
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	Totals
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)	\$	\$

Location of Plant or Quarry \_\_\_\_\_

Name of Bidder \_\_\_\_\_

For the Bidder \_\_\_\_\_  
(Signature) (Title)

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Contact Information \_\_\_\_\_

Deposit/Surety Enclosed \_\_\_\_\_

Date \_\_\_\_\_



**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 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 Owned</u>
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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: \_\_\_\_\_

**AGREEMENT OF SURETY**

Failure to complete and submit this form with the bid submittal  
will result in immediate rejection of the bid.

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)

**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 Road Patch Materials** 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)

# STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

## Exhibit A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127) N.J.A.C. 17:27

### GOODS, PROFESSIONAL SERVICE and GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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: \_\_\_\_\_

**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 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 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 \_\_\_\_

**NEW JERSEY BUSINESS REGISTRATION  
REQUIREMENTS**

**NOTICE TO ALL VENDORS**

(Assembly No. 3130 signed into law 6/29/04, Chapter 57 Law of 2004)

The Purpose of this notification is to alert you to the new law referenced above and how it impacts on our business transactions with your company. This law is requiring all businesses to register with the Division of Revenue and receive a Business Registration Certificate that must be provided to all local units of government you transact with. This law becomes effective September 1, 2004.

The law provides in part that:

- A. A copy of the Business Registration Certificate, issued by the New Jersey Department of the Treasury, shall be submitted to the Local Unit of Government **before** any Purchase Order or other contracting document can be issued.
- B. A copy of the Business Registration Certificate shall be provided at the time any bid or request for proposal is submitted. In a bid situation failure to do so is a **fatal** defect and cannot be cured.
- C. Contractors are responsible for notifying any subcontractors of this requirement.
- D. This law applies to all vendors, in state and out of state.
- E. The New Jersey Department of the Treasury will soon be releasing rules in accordance with the above.

The Business Registration Certificate can be obtained **free of charge** by contacting the below referenced number:

Division of Revenue, Business Registration Certificate  
609-292-1730

Please call the Division of Revenue office and obtain your certificate in order to comply with this new requirement. Send a copy of your certificate to all local governments you deal with. The staff at the Division of Revenue office should be able to answer any questions you may have regarding this new legislation. Thank you for your time.

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