

# **BID SPECIFICATIONS**

**TO FURNISH AND APPLY ANIONIC POLYMER  
RUBBERIZED EMULSIFIED ASPHALT RS-2P  
(GALLONS) AND APPLY 3/8 CRUSHED STONE,  
PROVIDED BY THE TOWNSHIP, IN THE  
TOWNSHIP OF SANDYSTON FOR TWO YEARS**

**BID OPENING DATE: Tuesday, April 18, 2023  
TIME: 10:00 A.M.**

TOWNSHIP OF SANDYSTON  
SUSSEX COUNTY  
NEW JERSEY

MAYOR  
GEORGE B. HARPER, JR.

COMMITTEE MEMBERS  
DEPUTY MAYOR KAMALA HULL  
COMMITTEEMAN RONALD GREEN

MUNICIPAL CLERK  
AMANDA LOBBAN, RMC

MARCH 2023

## TOWNSHIP OF SANDYSTON

### NOTICE TO BIDDERS

**NOTICE** is hereby given that sealed bids will be received by the Clerk in the Township of Sandyston, Sussex County, New Jersey, at the Sandyston Township Municipal Building, 133 Route 645, Sandyston, New Jersey, 07826 on **Tuesday, April 18, 2023 at 10:00 a.m.** prevailing time, bids will be opened and publicly read at this time. Bids are sought for the project known as:

### **TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED EMULSIFIED ASPHALT RS-2P (GALLONS) AND APPLY 3/8 CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE TOWNSHIP OF SANDYSTON FOR TWO YEARS**

Specifications and bid forms may be obtained by any interested bidder at the Sandyston Township Municipal Building, 133 Route 645, Sandyston, NJ 07826, in the office of the Municipal Clerk of the Township of Sandyston, during normal business hours of 9:00 am and 2 pm or on website: [www.sandystontownship.com](http://www.sandystontownship.com). Bids must be submitted in standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside along with the statement addressed to Amanda Lobban, RMC, Municipal Clerk, Sandyston Township Municipal Building, 133 Route 645, Sandyston, New Jersey, 07826 to be accompanied by a certified check, cashier's check, or bid bond made payable without condition to the Township of Sandyston in an amount of ten percent (10%) of the bid, but not to exceed twenty thousand dollars (\$20,000) (N.J.S.A. 40A:11-21). The Township will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the NOTICE TO BIDDERS.

Bidders will be furnished with a copy of the Specifications upon request.

The Township Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders. Each item being bid is to be considered separately and the Township Committee reserves the right to award a bid for each item separately or together, whichever manner is more advantageous to the Township.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, the Law Against Discrimination (Affirmative Action).

The Contractor to provide multiple mobilizations with the Township of Sandyston when requested.

Amanda Lobban, RMC  
Municipal Clerk  
Sandyston Township Municipal Building  
133 Route 645, Sandyston, NJ 07826

## **INFORMATION FOR BIDDERS**

### **TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED EMULSIFIED ASPHALT RS-2P (GALLONS) AND APPLY 3/8 CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE TOWNSHIP OF SANDYSTON FOR TWO YEARS**

1. The Township of Sandyston is seeking sealed competitive bids for: **TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED EMULSIFIED ASPHALT RS-2P (GALLONS) AND APPLY 3/8 CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE TOWNSHIP OF SANDYSTON FOR TWO YEARS**

The above work is more particularly described in Exhibit "A" Specifications attached hereto. Interested bidders may contact Amanda Lobban, RMC, Municipal Clerk at (973) 948-3520 x 200 to arrange a pre-bid inspection.

#### **2. GENERAL CONDITIONS OF BID**

- A. All bid prices shall be in both words and figures. Signature shall be in ink and in longhand. Proposals which are incomplete, conditional or obscure, may be rejected as informal. In case of any discrepancy between the words and figures, the written words shall be considered as being bid price.
- B. No oral or telephonic proposals or modifications of proposals will be considered.
- C. Proposals shall be submitted in a sealed, opaque envelope marked with the name of the bidder and marked "**TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED EMULSIFIED ASPHALT RS-2P (GALLONS) AND APPLY 3/8 CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE TOWNSHIP OF SANDYSTON FOR TWO YEARS**"
- D. Bids shall be addressed to:  

Amanda Lobban, RMC  
Municipal Clerk  
Sandyston Township Municipal Building  
133 Route 645  
Sandyston, NJ 07826
- E. All mailed bids shall be mailed using a formal mailing procedure such as Certified or Registered Mail, Return Receipt.
- F. Alternatively, bids may be hand delivered prior to the date and hour specified, to the Municipal Clerk at the above address.

- G. Bids will be received no later than **Tuesday, April 18, 2023 at 10:00 a.m.** at which time all received bids will be publicly opened and read at the Sandyston Township Municipal Building, 133 Route 645, Sandyston, NJ 07826
- H. Bidder assumes responsibility for having the bid in the hands of the Municipal Clerk of the Township of Sandyston on time whether the bid is mailed or hand delivered by courier.
- I. Addenda, if any, issued before opening of bids, shall be taken into account and included in any proposal.
- J. No verbal answer will be given to any inquiries in regard to the meaning of the specifications, nor will any verbal instructions be given previous to the award of the bid. No verbal statement regarding the bid by any persons previous to the award of the bid will be authoritative. Any explanation desired by any bidder must be requested in writing. If reply is made, it will be communicated to all bidders who have indicated their intention to bid.
- K. All requests pertaining to the above must be brought to the attention of the Township of Sandyston not later than ten (10) days prior to the opening of the bids.
- L. The attached specifications and plan describe the work to be performed. These specifications are intended to provide a common standard to which all parties may bid.
- M. If the bidder is not going to furnish the item exactly as described, all deviations, even if bidder believes the deviation exceeds what is described, must be listed. For each deviation taken, the bidder must include a detailed technical description of what will be furnished as well as an explanation of why the deviation equals or exceeds the item in the specifications.
- N. The bidder shall be required to provide proof of insurance listing the Township of Sandyston as an additional named insured for this contract. The Certificate of Insurance shall also provide that Sandyston Township be provided with Notice of Cancellation. All of the Vendor's insurance coverage shall indemnify and save harmless the Township of Sandyston and their agents from any and all liability of whatever nature arising from the work to be performed under the contract, including attorney's fees and costs in connection with the defense of such claims. The Certificate of Insurance furnished by the Vendor shall state specifically that the above indemnification is guaranteed by the policy. Such statement, if not included in the body of the policy, will be typed on the face or back of the certificate.

The successful bidder's insurance coverage shall be not less than the following:

- a) Worker's Compensation insurance in accordance with the standard of this State. The Contractor shall take out and maintain during the life of the contract adequate Worker's Compensation and Employer's Liability Insurance for all

employees employed in connection with the work, and if any work is sublet, the Contractor shall require each sub-contractor similarly to provide worker's compensation and employer's liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor's insurance.

- i. Coverage A shall be New Jersey Statutory
- ii. Coverage B (Employer's Liability) shall be unlimited as per the New Jersey Worker's Compensation Law.

b) Commercial General Liability Insurance limits shall be a minimum of two million dollars (\$2,000,000.00) per occurrence. The Certificate of Insurance must indicate coverage at the above limits for:

- i. Contractual – indicated on the face of the Certificate as being in accordance with the specifications.
- ii. Independent Contractors (if any)
- iii. Completed Operations
- iv. The Township of Sandyston, 133 Route 645, Sandyston, NJ 07826, must be named as additional insured and a copy provided before work begins.

c) Comprehensive Automobile Liability Insurance limits shall be a minimum of two million dollars (\$2,000,000.00) per occurrence. The Certificate of Insurance must indicate coverage at the above limits for:

- i. Hired Vehicles.
- ii. Non-Owned Vehicles

O. All bids must be completed on the enclosed forms. No other forms or specifications are to be used. By rejecting any bids not so submitted, the Township will ensure that all bidders are bidding on the same standard so a fair evaluation can take place.

P. The price quoted shall be the price at the time the work is to be performed for the Township of Sandyston.

Q. All items furnished shall conform with the applicable specifications included in the bid documents.

R. Within sixty (60) days of the opening of bids, the Township Committee in the Township of Sandyston will award the contract to the lowest responsible bidder, or reject all bids received. If additional time is required beyond sixty (60) days, the Township of Sandyston must request permission to do so from the three (3) apparent lowest responsible bidders for an additional period of time to be agreed upon by the Township of Sandyston and the bidders.

S. The Township of Sandyston will provide for the execution of the contract within twenty-one (21) days of the award of contract.

T. The Township of Sandyston is exempt from any State Sales Tax or Federal Excise Tax.

- U. Payments will be made upon the approval of vouchers submitted by the successful bidder(s) in accordance with the requirements in the Township of Sandyston and subject to the Township's customary procedures. The Township shall, within twenty (20) days of receipt of each invoice for payment, either indicate in writing its approval of payment and present the invoice for payment to the Township Committee, or return the invoice for payment to the contractor indicating in writing its reasons for refusing to approve payment. If the invoice is returned, the contractor may make the necessary corrections and re-submit the invoice for payment. The Township Committee shall review the invoice at its next regularly scheduled meeting. Upon approval of the invoice by the Township Committee, the Township shall make payment within thirty (30) days pursuant to N.J.S.A. 2A:30A-1 et seq.
- V. Where applicable, items of foreign origin must be so indicated. Bidder's signature to the bid proposal shall be taken as certification that all manufactured articles, materials, and supplies not so indicated, have been made or produced in the United States.
- W. As required by *P.L. 1977, c.33*, a Public Disclosure Statement, as provided, must be completed and included with the bid.
- X. Bidder will faithfully execute and carry out all requirements of *P.L. 1975, c.127*. For those bidders whose firm employs less than fifty (50) employees, an Affirmative Action Affidavit is to be provided.
- Y. A certificate is required showing that the bidder submitting the bid owns, leases, or controls all necessary equipment required by specifications.
- Z. As required by the New Jersey Prevailing Wage Act (*P.L. 1963, c.150*), and the provisions of State Labor Laws, prevailing wage and labor laws must be complied with by the successful bidder including but not limited to providing certified payrolls to the Township of Sandyston.
- AA. All bonding requirements as set forth in **Section 6** below must be strictly adhered to. This includes the bid surety and performance bond requirements in that section.
- BB. Comparison of bids will be made on the basis of all Items listed in the base bid Proposal plus any selected Alternates using the engineer's estimate of quantities as shown in the Proposal. The estimates of quantities given in the Proposal are for the purpose of arriving at a Total Contract Price to make comparison in awarding the Work. The amount of Work indicated in the bid is not guaranteed and the Township reserves the right to delete any Item.

### 3. REJECTION OF BIDS

Township of Sandyston reserves the right to reject any and all bids submitted. Township of Sandyston also reserves the right to waive any irregularities or immaterial variances from the

specifications and bid documents, if in its judgment, the interests of the municipality will be best served.

Township of Sandyston retains the right to reject any and all bids if an error within these bid specifications is found prior to or after the bid date. Township of Sandyston additionally retains the right to reject any and all bids if any or all parts of the specifications are not complied with, regardless of total bid price. Final decision of whether or not a bid complies with these specifications is solely the judgment of Township of Sandyston. Each bidder agrees to accept the decision of Township of Sandyston as final without recourse or prejudice.

Each bid submitted must contain a non-collusion statement, signed by an authorized person on behalf of the bidder. All exceptions and/or deviations to these specifications shall be listed on the form provided.

#### **4. AWARD OF CONTRACT**

- A. Competency and responsibility of bidder, in the field of the required work, will be considered in making the award. Township of Sandyston reserves the right to reject any or all bids and to waive technicalities or informalities in its best interest. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. Proposals in which the prices are unbalanced may be rejected. Claims on account of mistakes in or omissions in bids will not be considered, except as specifically permitted by law.
- B. Before awarding a contract, Township of Sandyston shall require the apparent low bidder to qualify itself as a responsible bidder by furnishing:
  - (a) A listing of not less than five (5) similar projects for entities in New Jersey.

Should Township of Sandyston determine the apparent low bidder is not the lowest responsible bidder, the apparent low bidder will be notified and its bid security shall be returned without prejudice.

#### **5. PAYMENT**

The Township shall, within twenty (20) days of receipt of each invoice for payment, either indicate in writing its approval of payment and present the invoice for payment to the Township Committee, or return the invoice for payment to the contractor indicating in writing its reasons for refusing to approve payment. If the invoice is returned, the contractor may make the necessary corrections and re-submit the invoice for payment. The Township Committee shall review the invoice at its next regularly scheduled meeting. Upon approval of the invoice by the Township Committee, the Township shall make payment within thirty (30) days pursuant to N.J.S.A. 2A:30A-1 et seq.

Payment to be made in accordance with the Township of Sandyston's requirement for submission of invoice and vouchers and approval by authorized officials. Acceptance of the

final payment by the bidder shall be understood to be a release of all claims against the Township of Sandyston for payment.

## 6. BONDING

Surety in the form of a bid bond, certified check, or cashier's check in the amount of ten percent (10%) of the total bid, but not in excess of twenty thousand dollars (\$20,000), is required.

All bid security, except the security of the three (3) apparent lowest responsible bidders, shall be returned within ten (10) days of the opening of bids. Within three (3) days after signing of the contract, the bid security of remaining unsuccessful bidders shall be returned to them.

A performance and payment bond or guarantee must be provided by the lowest responsible bidder. The bidder must submit a certificate from a surety company (CONSENT OF SURETY) stating that the surety company will provide the bidder with a performance bond if the bid proposal is accepted.

**Failure to submit this certificate from a surety company with the bid proposal shall cause the bid proposal to be rejected.**

The surety company must be authorized to transact business in the State of New Jersey and must be satisfactory to the Township of Sandyston.

The certificate (CONSENT OF SURETY) must be drawn to the Township of Sandyston in an amount equal to one hundred percent (100%) of the proposal amount.

The certificate (CONSENT OF SURETY) shall be obtained for a bond -

- A. For the faithful performance of all provisions of the specifications or for all matters which may be contained in the notice to bidders and/or the bid specifications, relating to the performance of the contract or agreement, and
- B. For a guarantee bond for the faithful performance of the contract provisions relating to the repair and maintenance of any work, project or facility and its appurtenances and keeping the same in good serviceable condition during the term of the bond as provided for in the notice to bidders or in the specifications, and/or
- C. In such other form as may be provided in the notice to bidders or in the specifications.
- D. Forfeiture: If the Township notifies a bidder that they accept his proposal and the bidder failed to sign the contract or comply with any of the terms of the bid specifications and bidder's proposal, owner reserves the right to award the contract to the next lowest responsible bidder or re-advertise for bids. The

defaulting bidder shall pay to the owner the difference between the amount of his bid and any higher amount for which the owner may contract for the required work plus and re-advertising costs incurred, consultants' fees, legal fees or other expenses occurred by reason of the default. The bid security of the defaulting bidder shall be applied on the account of the damages. If the amount of the difference between the defaulting bidder's bid and the actual bid awarded, plus expenses exceeds the amount of the bid security to recovery, the defaulting bidder shall pay the Township the full amount of the excess.

**7. SCHEDULING OF WORK**

The Contractor shall provide numerous mobilizations with the municipality.

**8. INDEMNIFICATION AND INDEPENDENT CONTRACTOR**

- A. Contractor shall indemnify and hold harmless Township of Sandyston from and against all claims, damages, losses and expenses, including all reasonable expenses incurred by Township of Sandyston based on any claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury damaged persons or property. Its indemnification shall include any alleged violations of patent, copyright or trademark laws. This indemnification shall be construed as broadly as possible in the favor of Township of Sandyston.
  
- B. It is acknowledged by the bidder that it is an independent contractor and as such will be responsible for all damage, loss or injury to persons or property that may arise or be incurred during the conduct of the work. Bidder shall indemnify and hold harmless and defend the Township from and against any and all liability for loss, damage, injury or expense which Township of Sandyston may suffer or for which the Township may be held responsible during the performance of this contract.

**9. USE OF BRAND NAMES**

Whenever in these specifications a brand or manufacturer's name is utilized, same is included for descriptive purposes only, and products equivalent to that provided by the individual brand or manufacturer's name may be substituted provided that documentation satisfactory to Township of Sandyston is furnished establishing such equivalency.

## CHECKLIST

### **TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED EMULSIFIED ASPHALT RS-2P (GALLONS) AND APPLY 3/8 CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE TOWNSHIP OF SANDYSTON FOR TWO YEARS**

The bidder shall submit, with the Bid Form, the following items Mandatory for Bid Proposal. In order to be considered an adequate submission, each item must meet the requirements of the relevant statute and must be legally binding on the bidder.

**By initialing the entries herein, the bidder indicates that the required items have been included with the Bid Form as required herein.**

	<u>Page</u>
<input type="checkbox"/> Bid Form .....	12
<input type="checkbox"/> Schedule of Prices .....	14
<input type="checkbox"/> Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents .....	15
<input type="checkbox"/> Bidder's Business Registration Certificate .....	16
<input type="checkbox"/> Bidder's Public Works Contractor's Registration Certificate .....	17
<input type="checkbox"/> Disclosure Statement .....	18
<input type="checkbox"/> Statement of Compliance .....	19
<input type="checkbox"/> Certification .....	20
<input type="checkbox"/> Statement of Ownership .....	21
<input type="checkbox"/> Exceptions to Specifications .....	24
<input type="checkbox"/> Non-Collusion Affidavit .....	25
<input type="checkbox"/> Bid Guarantee Statement .....	26
<input type="checkbox"/> Affirmative Action Instructions .....	27
<input type="checkbox"/> Affirmative Action Questionnaire and Affidavit .....	34 & 35
<input type="checkbox"/> Consent of Surety .....	36

<input type="checkbox"/> References .....	38
<input type="checkbox"/> Financial Responsibility Form.....	39
<input type="checkbox"/> Bidder Qualification Statement.....	40
<input type="checkbox"/> Equipment Certification .....	41
<input type="checkbox"/> Certification of Bidder's Status on The State Treasurer's List of Debarred, Suspended and Disqualified Bidders.....	42
<input type="checkbox"/> Disclosure of Investment Activities in Iran.....	43
<input type="checkbox"/> Subcontractor List.....	44
<input type="checkbox"/> Proposed Contract.....	Numbered Page 1 of 5 through Page 5 of 5

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

If Corporation, Limited Liability Company or Partnership, state title or position of the person authorized to represent or bind said entity as an authorized agent.

**BID FORM**

**TOWNSHIP OF SANDYSTON**

**Township of Sandyston  
133 Route 645  
Sandyston, NJ 07826**

**FOR: TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED  
EMULSIFIED ASPHALT RS-2P (GALLONS) AND APPLY 3/8  
CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE  
TOWNSHIP OF SANDYSTON FOR TWO YEARS**

We hereby certify that we are the only person or persons interested in this bid that is made without collusion with any person, firm or corporation making another bid for the same contract, that the bid is in all respects fair and that no officer of the members in the Township of Sandyston, or any person in the employ of said members is directly or indirectly interested in this bid or in the supplies or work to which it relates, or in the profits of any portion thereof.

We further declare that we have carefully examined the information for Bidders, Specifications, and Contract form herein referred to and propose to furnish and deliver all necessary work specified and, in the manner, and time prescribed, and further understand that all work is to be furnished at the following price:

**A. BASE BID**

Price in Words: \_\_\_\_\_

Price in Numbers: \$\_\_\_\_\_

It is further proposed to execute the Form of Contract within twenty-one (21) days after receiving notice from the owner, to guarantee all the work furnished under this contract, and to replace any work which may be rejected by reason being defective.

Accompanying this proposal is a certified check or Money Order, Bid Bond, made payable to the Township of Sandyston in the sum of:

\$\_\_\_\_\_ (not less than ten percent (10%) of the amount of bid but not in excess of twenty thousand dollars (\$20,000) which the undersigned agrees) to be forfeited as liquidated damages and not as penalty of the contract is awarded to the undersigned and the undersigned fail(s) to execute the contract within the stipulated time, otherwise the check, money order, or bid bond will be returned to the undersigned.

Do additional discounts apply? If so, state the basis for and the amount of such discount.



# SCHEDULE OF PRICES

TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED EMULSIFIED ASPHALT RS-2P (GALLONS) AND APPLY 3/8 CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE TOWNSHIP OF SANDYSTON FOR TWO YEARS

## Schedule of Prices

### Base Bid

Anionic polymer rubberized emulsified Asphalt RS-2P (gallons)

@ \$ \_\_\_\_\_ S.Y. \$ \_\_\_\_\_

---

(Unit Price Written in Words)

**BIDDER'S ACKNOWLEDGMENT OF RECEIPT OF NOTICES,  
REVISIONS OR ADDENDA TO THE ADVERTISEMENT OR BID  
DOCUMENTS**

The undersigned bidder acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

Notice, Revisions or Addenda No.	Date of Notice, Revisions or Addenda
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If this form does not apply, check this box and initial this form. \_\_\_\_\_

Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in this document shall be deemed a fatal defect that shall render the bid proposal unresponsive and cannot be cured.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

Dated: \_\_\_\_\_, 2023

## **BIDDER'S BUSINESS REGISTRATION CERTIFICATE**

Bidders and their subcontractors, if any, must comply with the provisions of *P.L. 2004 c.57 (N.J.S.A. 52:32-44)* and submit proof that the bidder is registered with the New Jersey Department of the Treasury, Division of Revenue by including a copy of the Business Registration Certificate issued to the bidder and any subcontractor by the Division of Revenue in the Bid Package returned to the Township.

The only acceptable proof is the "Business Registration Certificate" provided by the New Jersey Division of Revenue.

**BIDDER'S PUBLIC WORKS CONTRACTOR'S  
REGISTRATION CERTIFICATE**

Bidders and their subcontractors, if any, must comply with the provisions of *P.L. 2004 c.101 (N.J.S.A. 34:11-56.51)* and submit proof that the bidder is registered with the New Jersey Department of Labor and Work Force Development by including a copy of the Public Works Contractor's Registration Certificate issued to the bidder and any subcontractor by the New Jersey Department of Labor and Work Force Development in the Bid Package returned to the Township.

The only acceptable proof is the "Public Works Contractor's Registration Certificate" provided by the New Jersey Department of Labor and Work Force Development.

**DISCLOSURE STATEMENT**

The undersigned is: \_\_\_\_\_ An Individual  
\_\_\_\_\_ A Partnership  
\_\_\_\_\_ A Corporation  
\_\_\_\_\_ A Limited Liability Company

Under the laws of the State of: \_\_\_\_\_

Having its principal office at: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Individual, Partner, Officer  
or Member Signing the Proposal.)

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

(Affix Seal Here)  
(Required if bidder is a Corporation)

If a Partnership or a Corporation, give the names of the partners, or all officers of the Corporation with the address of each, as appropriate. Additionally, if the organization is a Limited Liability Company, give the names of the members of the L.L.C. and their addresses:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

**STATEMENT OF COMPLIANCE**

The following information must be supplied, and the statements notarized and witnessed, by a Notary Public, licensed in the State of New Jersey.

1. The specifications, as presented herein, have been strictly adhered to. All alternates to these specifications are listed on a separate page in the proposal, with reference to the page and section title for which the exception is taken. If exceptions are taken, and alternates or equivalents not listed, we understand that it will be grounds for not accepting the bid.

2. All information, as required, has been included in the proposal. "I (we) do solemnly swear that the enclosed information is correct and true to the best of my (our) knowledge. I (We) also do swear that no information has been omitted from this proposal in order to present the proposal in a more favorable position."

"I (We) also do swear that all alternates and clarifications to the specifications have been listed in my (our) proposal".

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

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

Notary Seal

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

**CERTIFICATION**

I/we hereby certify that I/we have read the General Specification and have become familiar with all the contents thereof, and that the bid of:

\_\_\_\_\_ (Bidder's Name)

attached hereto, is submitted in strict accordance with said conditions, instructions and specifications, being aware that said instructions are binding and become a part of this bid.

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

By: \_\_\_\_\_  
Signature of Authorized Agent

Dated: \_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization**

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

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

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

**Part II**

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

**OR**

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

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

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

**Part III DISCLOSURE OF TEN PERCENT (10%) OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

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

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

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

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

**Part IV Certification**

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

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

## **EXCEPTIONS TO SPECIFICATIONS**

Any exceptions to the specifications provided shall be stated below:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_



## **BID GUARANTEE STATEMENT**

A guarantee is accompanying this bid in the amount of \_\_\_\_\_ and is one of the following options:

1. Certified Check
2. Cashier's Check
3. Bid Bond

from a reputable Insurance Company which the undersigned agrees is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned, and the undersigned shall fail to execute the contract for the project or furnish the performance bond required within the stipulated time, otherwise the guaranty will be returned to the undersigned.

The undersigned is:

1. an individual
2. a partnership
3. a corporation
4. a limited liability company;  
**(circle one)**

under the laws of the State of \_\_\_\_\_ having principal offices at:

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

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(type or print name)

Position: \_\_\_\_\_

Company: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 2023

\*\*\*\*\*  
**NOTE: ATTACH BID BOND OR CHECK HERE**

# **AFFIRMATIVE ACTION INSTRUCTIONS**

## **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 et seq.**

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**EXHIBIT B**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**  
**N.J.A.C. 17:27-1.1 et seq.**

**CONSTRUCTION CONTRACTS**

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

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

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

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

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

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

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three (3) business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring

Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

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

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

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

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

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

**AFFIRMATIVE ACTION QUESTIONNAIRE**

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by the Township prior to award. This form should be submitted with your bid.

Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

( ) YES                      ( ) NO

- A. If yes, attach a photostatic copy of the approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.
  
- B. If no, and you become successful bidder, an Affirmative Action Employee Information Report will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

DATE: \_\_\_\_\_, 2023 TELEPHONE NO.: \_\_\_\_\_

\*\*\*\*\*  
NOTE: ATTACH COPY OF FORM HERE  
\*\*\*\*\*

**AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY}

COUNTY OF \_\_\_\_\_ } s.s.:

**TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED EMULSIFIED ASPHALT RS-2P  
(GALLONS) AND APPLY 3/8 CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE  
TOWNSHIP OF SANDYSTON FOR TWO YEARS**

I, \_\_\_\_\_, of the Town/City of \_\_\_\_\_ in the State of \_\_\_\_\_ being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of \_\_\_\_\_, the bidder submitting the Bid Proposal for the above named project, in the capacity of \_\_\_\_\_ (title), and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of *P.L. 1975, c.127*, and shall require all subcontractors to comply with the provisions of *P.L. 1975, c.127*.

\_\_\_\_\_  
**Name of Firm or Individual**

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

\_\_\_\_\_  
**Signature**

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public of New Jersey.

## **REQUIREMENT FOR CONSENT OF SURETY**

The Contractor bidding this single overall contract shall furnish to Township of Sandyston Certificates of Surety for a Performance Bond for an amount equal to one hundred percent (100%) of the Bid price, and for a Payment Bond for an amount equal to one hundred percent (100%) of the Bid price. Certificates of Surety may be supplied by the Bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling the required amounts. Certificates of Surety and Bonds shall be on the forms included in the Contract Documents.

### **CONSENT OF SURETY**

WHEREAS the Contractor named below has requested that the undersigned Surety Company provide the bonds required by this Contract of Township of Sandyston, Sussex County, New Jersey, for **TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED EMULSIFIED ASPHALT RS-2P (GALLONS) AND APPLY 3/8 CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE TOWNSHIP OF SANDYSTON FOR TWO YEARS**

WHEREAS the undersigned Surety Company desires to provide a statement as required by the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-22, that it will provide the bonds in the forms and amounts required;

NOW THEREFORE, in consideration of the premises and One Dollar (\$1.00), lawful money of the United States to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned Surety Company hereby certifies and agrees that this Contract of Township of Sandyston, Sussex County, New Jersey, for **TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED EMULSIFIED ASPHALT RS-2P (GALLONS) AND APPLY 3/8 CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE TOWNSHIP OF SANDYSTON FOR TWO YEARS** be awarded to the Contractor named below;

It will become bound as surety and guarantor, in a penal sum equal to one hundred percent (100%) of the Contractor's accepted bid for this Contract, for the faithful performance of the Contract according to its terms and conditions. It will become bound as surety and guarantor, in a penal sum equal to one hundred percent (100%) of the Contractor's accepted bid for his Contract, for the payment of all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of the Contract, such guarantee to remain in effect through the end of the period within which such claims must be asserted under the New Jersey Municipal Mechanics' Lien Law; and

It will become bound as surety and guarantor, in a penal sum equal to one hundred percent (100%) of the Contract Price for this Contract, for the faithful performance of the work required under the Article of the General Conditions entitled "Guarantee" the bond to remain in effect through the end of the Maintenance Period; and

The undersigned surety agrees to execute the bonds as surety and will deliver them to the Township under the Contract as obligee, upon the demand in the Township.

Name and Address of Principal (Contractor):

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**BID AMOUNT**

Amount in Figures

Amount in Words \_\_\_\_\_

\$ \_\_\_\_\_

IN WITNESS WHEREOF the Surety Company has caused these presents to be signed and attested by its duly authorized representatives and its corporate seal to be hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 2023.

Attest:

Surety Company

\_\_\_\_\_

By: \_\_\_\_\_

**Note: A corporate acknowledgement of the Surety Company and evidence of the authority of the signer is to be attached hereto by the Surety Company.**

## **REFERENCES**

**Project Name:**

Name of Owner

Date of Work

Contact Name/Phone No.

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

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

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

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

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

## FINANCIAL RESPONSIBILITY FORM

QUALIFICATION Questionnaire (Services)

Financial:

Individual  
 Corporation

Partnership  
 Limited Liability Company

Location of Main Office:

\_\_\_\_\_

Name of Bank: (with account numbers)

\_\_\_\_\_

Financial Condition as of Date:

\_\_\_\_\_

Experience:

Length of Time in Business: \_\_\_\_\_ years

Number of Employees: \_\_\_\_\_

State License Number, if applicable \_\_\_\_\_(attach copy(ies))

I am ( ) am not ( ) on the New Jersey Debarred vendor list.

Minority ( ) Small Business ( ) Women Owned ( )

Sandyston Township reserves the right to request your most recent financial report.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature of Owner

**BIDDER QUALIFICATION STATEMENT**

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Years in Paving/Site Work Business: \_\_\_\_\_

Miles from Township of Sandyston: \_\_\_\_\_

Initials: \_\_\_\_\_

Dated: \_\_\_\_\_

# **EQUIPMENT CERTIFICATION**

## **INSTRUCTION FOR COMPLETING THE EQUIPMENT CERTIFICATION**

If the bidder owns, leases or controls all the necessary equipment required, complete Part 1. Should the bidder not own, lease or control the necessary equipment required, complete Part 2. This certification must be attached to and submitted with the Proposal.

### **PART 1**

"This is to certify that I, the bidder signing the attached proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described on the contract drawings and in the contract specifications."

---

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

### **PART 2**

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the bidder named below the control of said equipment during such time as may be required for that portion of the work described on the contract drawings and in the contract specifications for which the equipment is necessary."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner or  
Controller of Equipment

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

\_\_\_\_\_  
Business Address of Above

### **LIST OF EQUIPMENT**

(Attach additional Sheet as Required)

**CERTIFICATION OF BIDDER'S STATUS ON  
THE STATE TREASURER'S LIST OF  
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS**

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, of the \_\_\_\_\_ of \_\_\_\_\_, in the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the bidder making the proposal for the above named project, that I executed the Proposal, this affidavit and all other bidding documents with full authority to do so, and that the bidder is not now at the time of submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: \_\_\_\_\_ Date:  
Deponent's Name

Deponent's Title

Subscribed and sworn to before me  
on \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public of New Jersey

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Project: \_\_\_\_\_ Bidder: \_\_\_\_\_

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parent, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determine to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed accurate and precise description of the activities of the bidding person/entity, or one of its parents,' subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON**

Name: \_\_\_\_\_ Relationship to Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

## SUBCONTRACTOR LIST

The Bidder shall list the name, address and work discipline for all Subcontractors, if any. If no Subcontractors are to be utilized, the Bidder shall so indicate. If any Subcontractor is to be utilized, the Bidder shall supply with the bid the Subcontractor's Business Registration Certificate and Public Works Contractors Registration Certificate.

- No Subcontractors to be utilized
- Subcontractors shall be utilized listed below

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Name

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Address

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Work Discipline

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Name

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Address

---

Work Discipline

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Name

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Address

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Work Discipline

(Attach additional sheets as necessary)

TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED EMULSIFIED ASPHALT RS-2P (GALLONS) AND APPLY 3/8 CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE TOWNSHIP OF SANDYSTON FOR TWO YEARS

## **CONTRACT**

This Contract made the latter of the two dates on the signature page;

**BETWEEN TOWNSHIP OF SANDYSTON**, a municipal corporation of the State of New Jersey, with municipal offices located at Township of Sandyston, 133 Route 645, Sandyston, New Jersey 07826 ("Township of Sandyston")

AND

**WITNESSETH:** That the Township of Sandyston and the Contractor for the consideration specified below agree as follows:

**Article I: Services to be Performed:** Contractor covenants and agrees to perform the following work: **TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED EMULSIFIED ASPHALT RS-2P (GALLONS) AND APPLY 3/8 CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE TOWNSHIP OF SANDYSTON FOR TWO YEARS**

See Bid specification Sheet "Exhibit A" which is incorporated and attached hereto.

All work to be performed in strict accordance with all the bid specifications established by the Township of Sandyston and the bid proposal submitted by the Contractor.

Contractor further agrees to do and perform this agreement in conformity with the contract documents listed below which contract documents and Contractor's bid submission are hereby made a part of this Contract as if the same had been set forth in the body of this Contract. The contract documents include, but are not limited to the following:

All Bid Specifications, Terms and Conditions contained in the bid package dated, **March 2023**, including the documents completed by the contractor in response to the bid:

Bid Form & Schedule of Prices

Bidder's Business Registration Certificate

Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents

Disclosure Statement

Statement of Compliance

Certification

Statement of Ownership

Exceptions to Specifications

Non-Collusion Affidavit  
Bid Guarantee Statement & Bid Deposit  
Affirmative Action Instructions  
Affirmative Action Questionnaire and Affidavit  
Consent of Surety  
References  
Financial Responsibility Form  
Bidder Qualification Statement  
Equipment Certificate  
Certification of Bidder's Status on The State Treasurer's List of Debarred,  
Suspended and Disqualified Bidders  
Subcontractor List  
Disclosure of Investment Activities in Iran

**Article II: Contract Execution:** Contractor is required to execute this Contract within twenty-one (21) days from the date the Contract is awarded and signed by the Township of Sandyston. Failure or neglect to execute this Contract within the period shall constitute a breach of the Contract. Contractor's breach will result in the forfeiture of Contractor's bid security. Contractor shall be responsible for all resulting damages including, but not limited to, those set forth in the bid specifications.

**Article III: Completion Date and Late Completion:** The Contractor shall provide multiple mobilizations with the municipality when requested. In the event the Contractor fails to deliver within the time frame it shall be liable to the Township of Sandyston for any and all damages incurred by the Township of Sandyston.

Contractor recognizes time is of the essence in this Contract.

**Article IV: Payment:** the Township of Sandyston shall pay Contractor the purchase price of \$\_\_\_\_\_ for the work.

The Township of Sandyston agrees to pay the Contractor within thirty (30) days of the approval of the invoice in accordance with N.J.S.A. 2A:30A-1 et seq. the satisfactory completion of the work.

Payments to be made in accordance with the Township of Sandyston's requirement for submission of invoices and vouchers and approval by authorized officials. Acceptance of the final payment by the Contractor shall be understood to be a release in full of all claims against the Township of Sandyston for payment under this Contract.

**Article V: Indemnification & Independent Contractor:** The Contractor will make all payments of proper charges for the work required in accordance with the contract documents and will indemnify and save harmless the Township of Sandyston, its officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which the Township of Sandyston or any of its officers, servants, or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of

its work or through the negligence of the Contractor or through any act or omission on the part of the Contractor, its agents or agent. This indemnification shall be construed as broadly as possible in favor in the Township of Sandyston.

Contractor acknowledges that it is an Independent Contractor and is responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work.

**Article VI: Assignment or Subletting:** Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this Contract without the prior written approval in the Township of Sandyston.

**Article VII: Affirmative Action Requirements:** The parties to this Contract agree that the provisions of N.J.S.A. 10:2-1 et seq., dealing with discrimination in employment on public contracts and the rules and regulations promulgated in accordance with those statutes are binding on the parties and are made a part of this contract as if set forth herein at length. The contractor agrees to comply with all Federal affirmative action requirements, including but not limited to Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of State. The contractor shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

**Article VIII: Performance and Payment Bond:** Contractor upon signing this Contract shall execute a one hundred percent (100%) performance and payment bond to the Township of Sandyston. The bond shall be executed by a responsible bonding company in good financial standing and authorized to do business in the State of New Jersey and must be posted and presented to the Township of Sandyston upon signing this Contract. Failure of Contractor to provide the performance and payment bond upon signing this Contract shall constitute a breach of contract. Contractor will be responsible for all damages incurred by the Township of Sandyston, if it defaults. The Township of Sandyston's recourse is not limited solely to seeking payment under the bid bond.

**Article IX: Breach of Contract:** Contractor's failure to perform under this Contract, including, but not limited to failing to sign the Contract within twenty-one (21) days after the award of the Contract, or failure to perform in conformity with this Contract or otherwise, shall constitute breach of this Contract and shall result in Contractor being responsible for all damages incurred by the Township of Sandyston. Contractor shall also be responsible for all reasonable attorney's fees and costs incurred by the Township of Sandyston in enforcing the terms of this Contract.

**Article X: Buy American:** The Township of Sandyston specifically directs the Contractor's attention to N.J.S.A. 40A:13. This statute requires the Contractor to use components and parts manufactured in the United States; where available.

**Article XI: Binding Nature of Agreement:** This Contract shall be binding upon the Township of Sandyston, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, administrators and assigns.

**Article XII: Legal Compliance:** During the performance of this Contract, Contractor shall act and conform with all Municipal ordinances, state and federal rules, regulations, statutes and directives, including, but not limited to any and all rules, regulations and statutes referred in the bid specifications.

**Article XIII: Disputes:** The parties agree that in the event of a dispute, any legal action instituted in this matter shall be in the Superior Court of New Jersey, Sussex County. The Contractor agrees and does hereby submit itself to the jurisdiction of the Court. This Contract is a New Jersey Contract and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

**Article XIV: Insurance:** The Contractor must provide proof of insurance listing the Township of Sandyston as an additional named insured for this contract. The Certificate of Insurance shall also provide that the Township of Sandyston be provided with Notice of Cancellation. All of the Contractor's insurance coverage shall indemnify and save harmless the Township of Sandyston and their agents from any and all liability of whatever nature arising from the work to be performed under the contract, including attorney's fees and costs in connection with the defense of such claims. The Certificate of Insurance furnished by the Contractor shall state specifically that the above indemnification is guaranteed by the policy. Such statement, if not included in the body of the policy, will be typed on the face or back of the certificate.

The Contractor's insurance coverage shall be not less than the following:

- (a) Worker's Compensation insurance in accordance with the standard of this State. The Contractor shall take out and maintain during the life of the contract adequate Worker's Compensation and Employer's Liability Insurance for all employees employed in connection with the work, and if any work is sublet, the Contractor shall require each sub-contractor similarly to provide worker's compensation and employer's liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor's insurance.
  - i. Coverage A shall be New Jersey Statutory
  - ii. Coverage B (Employer's Liability) shall be unlimited as per the New Jersey Worker's Compensation Law.
  
- (b) Commercial General Liability Insurance limits shall be a minimum of two million dollars (\$2,000,000.00) per occurrence. The Certificate of Insurance must indicate coverage at the above limits for:
  - i. Contractual – indicated on the face of the Certificate as being in accordance with the specifications.
  - ii. Independent Contractors (if any)
  - iii. Completed Operations
  - iv. The Township of Sandyston, 133 Route 645, Sandyston, NJ 07826, must be named as additional insured and a copy provided before work begins

- (c) Comprehensive Automobile Liability Insurance limits shall be a minimum of two million dollars (\$2,000,000.00) per occurrence. The Certificate of Insurance must indicate coverage at the above limits for:
  - i. Hired Vehicles.
  - ii. Non-Owned Vehicles

**IN WITNESS WHEREOF**, the Township Committee in the Township of Sandyston has caused this instrument to be signed by George B. Harper, Jr., Mayor; Attested by Amanda Lobban, RMC, Municipal Clerk; and an authorized officer of the Contractor has signed this contract and agrees to all its terms and conditions.

**ATTEST:**

\_\_\_\_\_  
Amanda Lobban, RMC  
Municipal Clerk

Dated: \_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_

Dated: \_\_\_\_\_, 2023

**TOWNSHIP OF SANDYSTON**

By: \_\_\_\_\_  
George B. Harper, Jr., Mayor

By: \_\_\_\_\_

# EXHIBIT "A"

## SPECIFICATIONS

The estimated quantities listed on the Bid Proposal Page are total quantities anticipated, not total quantities to one (1) location.

Prices are to remain firm for the term of the contract with no exceptions.

The Contractor to provide multiple mobilizations with the Township of Sandyston when requested.

Bidders are to specify delivery days after receipt of an order. Bidders failing to stipulate a guaranteed delivery date will be held to delivery within ten (10) business days after receipt of order.

If applicable all bid prices submitted shall be subject to an asphalt price adjustment pursuant to N.J.S.A. 40A:11-16(d). The asphalt index adjustment calculation is to be provided with each invoice.

Pursuant to N.J.S.A. 34:11-56.25 et. seq., contractors on projects for public works in excess of the Prevailing Wage threshold in effect at the time of installation shall adhere to all requirements of the New Jersey Prevailing Wage Act.

### ASPHALT OIL

**TO FURNISH AND APPLY ANIONIC POLYMER RUBBERIZED EMULSIFIED ASPHALT RS-2P (GALLONS) AND APPLY 3/8 CRUSHED STONE, PROVIDED BY THE TOWNSHIP, IN THE TOWNSHIP OF SANDYSTON FOR TWO YEARS**

**The above materials are to comply with all requirements of the 2007 NJ DOT Standard Specifications for Road and Bridge Construction, latest edition, with the latest specifications.**

Interested bidders may contact Amanda Lobban, RMC, Municipal Clerk at 973-948-3520 x200 between 9:00 am and 2:00 pm to arrange for a pre-bid site inspection.