



TOWNSHIP OF NUTLEY

ESSEX COUNTY • NEW JERSEY

DEPARTMENT OF PUBLIC WORKS

DR. JOSEPH P. SCARPELLI

DIRECTOR

SPECIFICATIONS AND PROPOSALS

FOR

2016 Purchase of Asphalt Material

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Municipal Clerk for the Township of Nutley, County of Essex, State of New Jersey on **THURSDAY, APRIL 7, 2016 AT 3:00 P.M.**, Local Prevailing Time in the Commission Chambers, Third Floor, Nutley Town Hall, 1 Kennedy Drive, Nutley, New Jersey 07110 at which time bids will be opened and read in public. Bids received after 3:00 P.M. will not be accepted.

2016 PURCHASE OF ASPHALT MATERIAL FOR THE TOWNSHIP OF NUTLEY, NEW JERSEY

Specifications and other bid documents may be obtained at the Township of Nutley, Department of Public Works, 1 Kennedy Drive, 2nd Floor, Nutley, New Jersey 07110, 973-284-4958, during business hours, 9:00 a.m. until 4:00 p.m.

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 et seq.

Eleni Pettas, Township Clerk

Publication date:

BID DOCUMENT CHECKLIST

- _____ SIGNED PROPOSAL
- _____ PROPOSAL GUARANTY/BID BOND/CHECK
- _____ CONSENT OF SURETY
- _____ BUSINESS REGISTRATION CERTIFICATE
- _____ AFFIRMATIVE ACTION CERTIFICATE/AFFIDAVIT
- _____ STOCKHOLDER DISCLOSURE CERTIFICATION
- _____ NON-COLLUSION AFFIDAVIT
- _____ AMERICAN WITH DISABILITES ACT REQUIREMENTS AND
AFFIDAVIT
- _____ DISCLOSURE OF INVESTMENT ACTVITIES IN IRAN
- _____ DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION
LAW ENFORCEMENT (ELEC)

THIS FORM NEED NOT BE SUBMITTED. IT IS PROVIDED FOR BIDDER'S USE

PROPOSAL FORM

Bids will be received on or before 3:00 p.m. on Thursday, April 7, 2016

2016 Purchase of Asphalt Material (Pick-up)

To the governing Body of the Township of Nutley.

The undersigned hereby declare(s) that he/she (it, they) has (have) fully examined the advertisement, conditions, instructions and specifications attached to this proposal form for the 2016 Supply of Asphalt Material for Nutley and submits the proposal as listed below:

<u>Item</u>	<u>Description</u>	<u>Price per Ton</u>
1	Stabilized Base	\$ _____
2	Winterpatch (Zero Mix)	\$ _____
3	Winterpatch (Zero Mix), Type SP	\$ _____
4	U.P.M or equiv., High Performance Cold Patch (Winter Mix)	\$ _____
5.	Liquid Asphalt Tack Coat, Grace AC-20 or Equiv., in 5 Gal. Containers	\$ _____
6.	I-6 Skin Patch	\$ _____
7.	I-5 Fine	\$ _____
8.	1/4" Top Mix	\$ _____

Name of Bidder: _____

Mailing Address: _____

Asphalt Facility Pick-Up Location Address _____
(If different than above billing/ mailing address)

Authorized by: _____

Signature: _____ Date: _____

Telephone No. : _____ Fax No. : _____

INSTRUCTIONS TO BIDDERS

INTRODUCTION AND PURPOSE

The Township of Nutley is requesting sealed bids for the following Contract:

2016 Purchase of Asphalt Material(s)
Pick-up by Township of Nutley

Bid documents may be examined and obtained at the Township of Nutley, Department of Public Works, 1 Kennedy Drive, 2nd Floor, Nutley New Jersey 07110, phone 973-284-4958, during regular business hours, Monday through Friday, 9:00 a.m. until 4:00 p.m.

Sealed bids shall be received by the Municipal Clerk at the time and place stated in the Notice to Bidders and at such time will be publically opened and read.

Notwithstanding any other provisions of this bid, the Township of Nutley reserves the right to reject any and all bids, or any part thereof, to waive any irregularity and technicalities, to request new bids on items and award bids as the Township deems it will best serve its interest.

ANTICIPATED PROJECT SCHEDULE

ACTIVITY

DATE

Issuance of Request for Bid -	March 15, 2016
Receipt of Bids -	April 7, 2016
Award of Contract -	April 19, 2016
Contract Start Date -	May 1, 2016

PREPARATION OF BID

Bids for the above referenced Contract will be received by the Township of Nutley on April 7, 2016 at 3:00 P.M., Local Prevailing Time, by the Township of Nutley, Municipal Clerk, Nutley Town Hall, 1 Kennedy Drive, Nutley, New Jersey 07110.

Proposals received after 3:00 P.M. will not be accepted.

Bids may be delivered by hand, overnight courier or U.S. Mail. The Municipal Clerk must receive the envelope containing the sealed bid by the date and time set forth above. No late bids will be accepted.

The bid shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope.

1. Addressed to the Township of Nutley
2. Bid Documents for the Township of Nutley 2016 Purchase of Asphalt Material
3. Bidders Name

4. Bidders Address
5. Bidders Telephone and Fax Numbers
6. Project Title – 2016 Purchase of Asphalt

Enclosed in the sealed envelope with the proposal shall be the following documents, attached hereto.

- Proposal Form
- Respondents Stockholder Disclosure Statement
- Non-Collusion Affidavit
- Proposal Guaranty “Proposal Bond” or Certified Check
- Consent of Surety
- Mandatory Affirmative Action Certification/Affidavit
- American with Disability Act Affidavit
- Disclosure of Contributions to New Jersey Election Law Enforcement Commission (Elec) - Political Contributions
- Disclosure of Investment Activities in Iran
- Business Registration Certificate(s)

The Respondent may withdraw their bid **prior** to 3:00 P.M. on April 7, 2016 the time for the receipt of bids specified above if the Municipal Clerk has been notified in writing.

Any envelope that is received that is not properly marked causing it to be opened prior to the bid will be invalidated.

The Township of Nutley will not be responsible for any bid that is sent by mail or other form of carrier which is lost or which after the bid dates ad time specified above.

Once bids are opened, they shall remain firm for a period of sixty (60) calendar days.

AUTHORIZATION TO DO BUSINESS IN NEW JERSEY

Corporations not incorporated in the State of New Jersey shall submit, with their bid a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the bid, or submitted on request prior to the award of the Contract by the Township of Nutley.

CAUSE OF REJECTION

Bids may be rejected for any reason including but not necessarily limited to the following:

- Not responsive to the Request for Bid.
- If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple bids from an agent representing competing bidders;
- If the successful bidder fails to enter into a contract within 10 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract.

- The Township of Nutley reserves the right to waive any and all irregularities and informalities in the submission of the bids.
- The Township of Nutley reserves the right to reject any and/or all bids.

INSURANCE

Before commencing work, the respondent shall furnish the Township of Nutley with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified on Page 14, Performance Bond and Insurance.

The Respondent shall maintain the above coverage in force for the duration of the contract.

The coverage's under Page 14-15 shall be endorsed to include the Township of Nutley as additional insured for the duration of the Contract.

PROPOSAL SECURITY/GUARANTY

Each bidder shall submit a BID BOND OR CERTIFIED CHECK in the amount of \$1,000.00, made payable to the Township of Nutley, New Jersey.

The Proposal security will be held by the Township of Nutley as security for fulfillment of the bidders Promises, as set forth in this bid, that he/she will not withdraw his/her bid while it is being considered and that he/she will execute the Contract and furnish all required bonds, insurances, and other documentation required within the specified time. Failure to comply with these provisions shall result in the forfeiture of the Proposal security.

The Bidder, to whom the Contract has been awarded, upon his failure or refusal to execute the Contract or to deliver the bonds, insurances or other documentation required within the specified time, shall forfeit the Proposal security.

CONSENT OF SURETY, PERFORMANCE AND PAYMENT BOND

Each bid must be accompanied by a Consent of Surety signed by a surety company stating that if the bid is accepted the surety company which provides the Consent shall be required to furnish a Performance and Payment Bond in the amount as specified on Page 14. Such surety company will provide the bidder with bonds guaranteeing the faithful performance of work in accordance with the bid documents and the payment of labor, materials and all other indebtedness which may accrue on the account of this contract.

A Performance and Payment Bond will be required at the time of the signing of the contract. The amount of the bond and the rating of the Surety Company as specified in Section, Performance Bond and Insurance.

CONTRACT DOCUMENTS

The contract documents shall consist of this Request for Bid, along with the bidder's Proposal form, proposal documents and the Agreement to the successful bidder by the Township of Nutley.

Should discrepancies exist between the Request for Bids and the bidder's Proposal, the requirements of the Request for Bid will govern, unless otherwise agreed to in writing by the Township of Nutley.

PROPOSAL FORMS

Bids will only be accepted on the proposal form attached. The Proposal Form shall be completed in ink or by typewriter. The bidder in ink must initial erasure or alterations. The prices shall be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used.

Discrepancies between words and numerals will be resolved in favor of the words.

All names must be typed or legibly printed below the signature.

COMPLIANCE WITH THE NEW JERSEY PREVAILING WAGE ACT

The work solicited under this Proposal is considered a service contract. This contract is not subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56a.25.

AFFIRMATIVE ACTION REQUIREMENTS

If awarded a contract; the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Within seven days after receipt of notification by the township intent to award the Contract the **successful bidder** must submit to Township of Nutley, one of the following three (3) documents:

1. A photocopy of a **valid letter** identifying that the contractor is operating under an existing federally approved or sanctioned affirmative action program, OR
2. A photocopy of a **Certificate** of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR
3. A photocopy of an Employee Information Report (**Form AA302**) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Failure to submit the affirmative action document shall be cause for the Township to declare the Contractor to be non-responsive.

AMERICAS WITH DISABILITIES ACT OF 1990

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

NON-COLLUSION AFFIDAVIT

Bidder shall submit with the bid a non-collusion affidavit properly executed. Form is provided in the proposal form specification set.

STOCK OWNERSHIP CERTIFICATION

Bidder shall submit with the bid a Stock Ownership Certification properly executed. Form is provided in the proposal form specification set.

BUSINESS REGISTRATION CERTIFICATE (BRC)

Under the recently enacted P.L. 2004, c.57, all business organizations that do business with a local contracting agency (i.e. Township) are required to be registered with the State of New Jersey. All bidders must submit a copy of their Business Registration Certificate prior to the bid award. It is recommended that a copy of the BRC be submitted with the bid.

Bidder shall submit with the bid a copy a valid BRC and those of any named subcontractors.

ANNUAL DISCLOSURE OF POLITICAL CONTRIBUTIONS:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

TECHNICAL INFORMATION

The following are minimum Specifications which must be met or exceeded.

INTENT

The intent of the Township of Nutley is to seek a contractor/supplier to provide asphalt material for pick-up by Township of Nutley personnel. No minimal order requirements are allowed.

The material supplied must be in accordance with all applicable Federal, State and Local requirements.

WORK SCHEDULE

Contractor/Supplier will be available to supply materials for pick-up by the Township of Nutley, Monday through Friday from 7:00 AM to 4:00 PM and Saturday from 7:00 AM to 12:00 PM.

PRICING

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

Bid Prices shall include the cost of loading Township truck's at point of Supply.

AWARD OF CONTRACT

Award of Contract will be made to the lowest responsive, responsible bidder. Award will be based on the lowest aggregate total extended prices per category. A vendor may receive an award for one or more categories.

SALES TAX

All material supplied will be exempt from State and Local Tax. The Township of Nutley will furnish Exemption Certificate to successful bidder if required.

CONTRACT PERIOD

The term of this contract is for the period of May 1, 2016 through December 31, 2016.

DELIVERY/PICK-UP

If bidder's pickup point is different from bidder's mailing address, both addresses must be indicated on the proposal form.

Materials to be picked up by the Township of Nutley personnel at the Contractor's facility. Acceptance of any material will be based on inspection by representatives of the Township of Nutley either prior to or after loading of said materials.

The Contractor's pick-up location shall allow for Township vehicles to load within forty five (45) minutes of arrival.

The successful bidder must accept clean, used recyclable asphalt material at no cost to the Township of Nutley.

All material must be available without prior notice under 25 Ton Lots with no exceptions.

ASPHALT PRICE ADJUSTMENT

If applicable, asphalt price index adjustment calculation is to be provided with each invoice.

BIDDERS PLANT/FACILITY, DISTANCE FROM TOWNSHIP

Bidders asphalt pick-up location shall be located within twenty (20) road miles from the Township of Nutley, Department of Public Works Garage located at 1 Cortland Street, Nutley, New Jersey as determined by Google Maps.

STANDARDS OF QUALITY

Standards of Quality are established by description, by reference to trade names or by reference to manufacturer's names. Where one product is mentioned, it shall be taken to mean the quality or type of material to be furnished or approved equivalent. The Township reserves the right to establish the equivalency of a product, which, in its deliberations, meets the intentions of the Township with respect to the project.

SILENCE OF SPECIFICATIONS

The apparent silence of this specification and any supplemental specifications as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning those only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

INVOICES, PAYMENT PROCEDURES

The Contractor shall submit all invoices for payment of purchased asphalt in accordance with the requirements of this section.

All invoices shall be sent to:

Mr. Michael Luzzi
Township of Nutley
Department of Public Works
1 Kennedy Drive
Nutley, New Jersey 07110

The Contractor shall submit an invoice within thirty (30) days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided per this bid. The invoices shall include the number of tons of material supplied and the date and time material was pick-up by the Township of Nutley.

The Township of Nutley will not be obligated to pay a defective invoice until the Contractor cures the defect. The Township of Nutley shall have 30 days from the date of receipt of the corrected invoice to make payment.

ERRORS IN PRICE CALCULATIONS

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

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

LIQUIDATED DAMAGES

The parties acknowledge that in the event of a default in performance by the Contractor(s), it is foreseeable that the Township of Nutley will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the Operator fails to satisfactorily comply with all of the terms and conditions of these Bid Specifications, the Operator shall be liable for, and the Town may assess, the below listed sums as Liquidated Damages.

For failure of the Contractor's facility to allow Township vehicles to load asphalt within forty-five (45) minutes may result in the assessment of liquidated damages in an amount equal to \$150.00 per hour to be prorated based on total time that the vehicle is required to wait.

TERMINATION

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the contract or if the Contractor violates and requirements of the Contract, the Township shall thereupon have a right to terminate the Contract by giving written notice to the Contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Township of any obligations for the balances to the Contractor of any sums or sums set forth in the contract.

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

In the case of default by the Contractor, the Township may procure the services from other sources and hold the Contractor responsible for any and all excess costs and expenses occasioned thereby.

ASSIGNMENT OF CONTRACT

All parties understand that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party.

In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original Proposal/contract.

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

PERFORMANCE BOND AND INSURANCE

Before commencing the Work, the Operator shall furnish to Township of Nutley the following:

A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a Performance and Payment Bond, in the form acceptable to Township of Nutley, and in the amount equal to \$10,000.00.

It must be duly executed by the successful Contractor, as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of Nutley. The Performance and Payment Bond shall bear a date on or subsequent to the date of the contract. Each signature of an attorney-in-fact shall be accompanied by a properly dated, executed and certified Power of Attorney in full force and effect. Said bonds shall assume fulfillment of the contract and all its provisions, including any additions, deductions, or other modifications, for full reimbursement to the Township for all expense incurred in making good any default. A current statement of financial condition must also be provided with each bond to certify that the total amount of the bonds required will be within the maximum amount specified for that Company pursuant to N.J.S.A. 17:18-9. In addition, each surety must provide disclosure Statement in proper for pursuant to N.J.S.A 2A:44-143. The Performance bond shall contain a waiver of notice being required of alterations, additions, deductions, extension of time, or other modifications of the contract as ordered. Failure to deliver the performance bond with executed contract shall be cause for declaring the contract null and avoid.

If the Surety on the Bond furnished files bankruptcy or becomes insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Contractor shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to the Township of Nutley.

INSURANCE

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements below. The insurance policy shall name Township of Nutley as an Additional Named insured indemnifying Township of Nutley with respect to the Contractor's actions pursuant to the Contract.

Insurance requirements shall include Comprehensive General and Contractual Liability Insurance, Comprehensive Automobile Liability Insurance and Workers' Compensation Insurance with limits of not less than those set forth below:

- a. Workers' Compensation - unlimited coverage and in accordance with New Jersey statutes for employer's liability.
- b. Comprehensive General and Contractual Liability Insurance Coverage - Policy to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract. Bodily Injury Liability limits of \$1,000,000 each person and Property Damage Liability limits of \$3,000,000 each occurrence; and
- c. Comprehensive Automobile Liability insurance coverage. Bodily Injury Liability limits of \$500,000 each person and \$1,000,000 each occurrence. Property Damage Liability limits of \$1,000,000 each occurrence.

The Insurance Certificate shall list the governing body as an additional insured on the Comprehensive General Contractual Liability, Automobile Liability and Umbrella policies.

Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without thirty (30) days prior written notice to the Township. All insurance required pursuant to the above shall remain in full force and effect until the final contract payment. Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.

Certificates of Insurance shall be delivered to the Township at the time designated by the Township provided however, that the time so designated by the contract is awarded and prior to the commencement of performance.

All said policies shall remain in full force and effect during the term of this Agreement, and for any additional period of time as required and list the Township of Nutley as an additional insured.

INDEMNIFICATION

The Contractor agrees to indemnify, save harmless and defend Township of Nutley and its respective officers, members, employees and agents (Township Indemnified Parties) from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney fees), which the Township Indemnified Parties may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders caused, in whole or in part, by the Contractor performance or failure to perform its obligations under the provisions of this Proposal Specification or by any negligent or willful act or omission of the Contractor, its employees or Subcontractor in the performance of this Contract.

PROPOSAL DOCUMENTS

STOCKHOLDER DISCLOSURE STATEMENT - As required by N.J.S.A. 52:25-24.2 no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the Proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

It is mandatory that Proposers submit the required information; it will not be accepted after the receipt of Proposals. Failure to submit a stockholder disclosure statement which conforms to the requirements of the above statute will result in rejection of the Proposal.

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**O
R**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship Limited Partnership
- Limited Liability Corporation Limited Liability Partnership Subchapter S Corporation

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

Stockholders:	<u>NAME</u>	<u>COMPLETE ADDRESS</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

Authorized Signature and Title

Name of Company

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public of
My Commission expires _____, 20____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.: **2016 Purchase of Asphalt**

I, _____ residing in _____
(Name of affiant) (Name of municipality)

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

I am _____ of the firm of _____
(title or position) (Name of firm)

_____ the Proposer making this proposal entitled
_____, and that I executed the said
(title of proposal)

proposal with full authority to do so that said Proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive Proposing in connection with the above named project; and that with full knowledge that the _____ relies upon the truth of the statements contained in _____
(Name of contracting unit)
said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(Company name)

(Signature)

(Print name)

Subscribed and sworn to before me this
_____ Day of _____ 20____

Notary Public of

My commission expires _____ (Seal)

PROPOSAL GUARANTY

PROPOSAL GUARANTY
TO ACCOMPANY PROPOSAL

[FORM SUPPLIED BY PROPOSER]

Proposal Guaranty in the form of a Proposal Bond, Cashier's Check or Certified Check, made payable to the Township of Nutley in the amount of \$1,000.00.

CONSENT OF SURETY

CONSENT OF SURETY TO ACCOMPANY PROPOSAL

[FORM SUPPLIED BY PROPOSER]

The Consent of Surety shall be a standard industry accepted Note in a form and with limits as outlined guaranteeing that if the contract is awarded, the surety will provide a performance bond as described herein.

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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 documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

AMERICANS WITH DISABILITIES ACT OF 1990

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The contractor and the Township of Nutley do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. § 12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990 AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF }

SS: **2016 Purchase of Asphalt**

I, _____, am the _____
(Name of Affiant) (Identify Relationship to Proposer)

of the _____ and being duly
(Name of Proposer)

sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Township of Nutley rely upon the truth of the statements contained in this affidavit and in said Proposal in signing the contract for the said project.

I/we warrant that I/we have read Section 4.10.01 of these Specifications.

I further warrant that at all times during the performance of the Recycling Disposal Contract, I agree I will comply with and certify that he/she is aware of the commitment to comply with the requirements of the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.) and agrees to furnish the of evidence of such compliance upon request.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township of Nutley to damages arising therefrom.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me

this _____ day of _____ 20__

Notary Public of
My Commission expires _____, 20__

DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION (ELEC)

Proposers should be aware that N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC)

All Proposers are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Proposers are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ Proposer: _____

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. 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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

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: _____

BUSINESS REGISTRATION CERTIFICATE (S)
N.J.S.A. 52:32-44
As amended PL 2009 c39

Effective September 1, 2004, all New Jersey and Out of State Contractors that do business with the Township of Nutley, are required to be registered with the State of New Jersey and provide proof of that registration to the Township of Nutley .N.J.S.A. 52:32-44 (P.L. 2004c57),

The law affects all business organizations that do business with the Township of Nutley, including contractors, sub-contractors, professional services and individuals.

A contract includes a formal contract awarded by a public Proposal, or a purchase order.

A Contractor must include proof of its own business registration and *proofs of business registration of those subcontractors* required to be listed in the contractor submission (i.e. "named subcontractors"). The proof shall be in the form of a copy of the organizations "Business Registration Certificate" issued by the Division of Revenue.

Effective January 18, 2010 by amendment, PL 2009.c313; a contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

Registration is free and is a one-time action – there are no fees to register. To obtain the registration form or file on –line at:

www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity

Any questions regarding said form should be directed to the Division of Revenue at 609-292-9292.

Note: This form is in addition to the Public Works Contractor Registration Act.