

SPECIFICATIONS
FOR
FURNISHING AND DELIVERY OF
ROADWAY MATERIALS
2020 - 2022

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY
MERCER COUNTY
NEW JERSEY

7 WILTSHIRE DRIVE

EAST WINDSOR, NJ 08520

March, 2020

NOTICE TO BIDDERS

**EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY
7 WILTSHIRE DRIVE, EAST WINDSOR, NJ 08520
609-443-6000**

**WILL ACCEPT BIDS FOR
FURNISHING AND DELIVERY OF ROADWAY MATERIALS 2020-2022**

Sealed bids will be received by the Executive Director of the East Windsor Municipal Utilities Authority, East Windsor, New Jersey, County of Mercer, in the Board Room at the Administration Building, 7 Wiltshire Drive, East Windsor, NJ 08520 for: **FURNISHING AND DELIVERY OF ROADWAY MATERIALS 2020-2022 – Bid opening is Tuesday April 7, 2020 at 10:00 a.m. at the East Windsor MUA Administration offices, 7 Wiltshire Drive, East Windsor N.J. 08520.**

Specifications are on file in the Authority Administration Building, 7 Wiltshire Drive, East Windsor, NJ 08520, and may be obtained by prospective bidders during the hours of 9:00 a.m. to 4:00 p.m. Specifications may also be obtained from our website www.Eastwindsormua.com . Bids must be enclosed in a sealed envelope marked appropriately and must have the **NAME AND ADDRESS** of the bidder on the outside of the envelope. Bids may be hand delivered or mailed by certified mail to the above-mentioned address. No other forms will be accepted.

Bidders are required to comply with all applicable statutory requirements including the requirements of N.J.S.A. 10:5.31, et seq N.J.A.C. 17:27 (Equal Employment Opportunity) 42 U.S.C.-12101, et seq (Americans with Disabilities Act). N.J.S.A. 34:11-56.25 et seq (Prevailing Wages) N.J.S.A. 52:32-44, et seq (NJ Business Registration).

A corporation submitting a bid, in response to this advertisement, shall accompany such bid with a resolution authorizing its proper officers to submit such a bid and authorize said officers to execute a contract in the event its bid is accepted.

The East Windsor Municipal Utilities Authority, when applicable, reserves the right to take any number of units up to the maximum indicated in the specifications to increase or decrease the quantity by executing a change order provided that the change shall not cause the originally awarded contract price to be exceeded cumulatively by more than 20% net, in accordance with N.J.A.C. 5:34-4.2. The East Windsor Municipal Utilities Authority reserves the right to reject any or all bids as in its judgment may be deemed to be in the best interest of the East Windsor Municipal Utilities Authority. The East Windsor Municipal Utilities Authority also reserves the right to waive any minor irregularity or technicality. In the case of tie bids, the East Windsor Municipal Utilities Authority shall have the authority to award the contract to the bidder selected by the East Windsor Municipal Utilities Authority in its sole discretion.

BY ORDER OF East Windsor Municipal Utilities Authority.

**Richard Brand
Executive Director**

3/20/20

INSTRUCTIONS TO BIDDERS

Sealed proposals will be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.

BIDS FORWARDED THROUGH MAIL

The East Windsor Municipal Utilities Authority will not assume responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the East Windsor Municipal Utilities Authority at the time and at the place designated.

Bids may be hand delivered or mailed. However, the East Windsor Municipal Utilities Authority disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, name and address of bidder and title of bid must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

PROPOSAL FORM

Each proposal is to be submitted on the proposal form attached. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the East Windsor Municipal Utilities Authority, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title being bid. Proposals on forms other than herewith provided will not be accepted.

All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the East Windsor Municipal Utilities Authority. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

BID PRICES

Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, or any other labor or materials required by these specifications. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the East Windsor Municipal Utilities Authority. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

BID GUARANTY - DELETED

PERFORMANCE BOND - DELETED

WARRANTY

The successful bidder shall submit applicable warranties from the product manufacturer prior to award of contract for determination of product compliance with specifications.

GUARANTEE

The vendor shall guarantee any or all materials supplied under these specifications for at least one year. Defective or inferior items shall be replaced at the expense of the vendor.

INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the East Windsor Municipal Utilities Authority. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event the bidder fails to be notified the East Windsor Municipal Utilities Authority of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The East Windsor Municipal Utilities Authority's interpretations or corrections thereof shall be final.
- D. Discrepancies in Bids
 - 1. 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.
 - 2. 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 East Windsor Municipal Utilities Authority of the extended totals shall govern.

FAILURE TO SIGN CONTRACT

The failure of the successful Bidder to sign the Contract within fourteen (14) days of the award of the Contract to the successful Bidder, shall be sufficient cause to rescind the award. The East Windsor Municipal Utilities Authority may then, at its option accept the bid of the next lowest responsible bidder. It is understood by the Bidder that the certified check, cashiers check or bid bond shall be forfeited to East Windsor Municipal Utilities Authority in the event of the Bidder's failure to comply with the foregoing. It is further understood by the Bidder that such forfeiture shall be considered as liquidated damages for the delay and additional expense incurred by the East Windsor Municipal Utilities Authority due to the Bidder's failure to comply with these requirements and shall not be considered a penalty.

AWARD OF CONTRACT –PER BID LINE ITEM UNIT PRICE BASIS

The East Windsor Municipal Utilities Authority reserves the right to award the Contract on a per bid line item Unit Price Basis to the lowest responsible bidder for each respective bid line item. Multiple contract awardees are possible.

WITHDRAWAL OF BIDS

Bids may not be withdrawn after the opening of bids. Furthermore, the attachment of any conditions, limitations, or ancillary provisions by a bidder to the bid proposal will cause the bid to be classified as irregular and will render the bid subject to rejection.

Sealed bids forwarded to the East Windsor Municipal Utilities Authority before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

WORKER'S WAGES

The contractor shall at all times during the performance of the contract comply with the Prevailing Wage Act (P.L. 1963), C. 150, N.J.S.A. 34:11-56.25 et. seq.). All workers employed in the performance of the contract shall be paid not less than the prevailing rate in this area for each type of work.

RIGHT TO KNOW ACT

Per N.J.S.A. 34:5A-1 et seq. (Workers and Community Right to Know Act), the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes substances that pose a threat to the health and safety of employees. Therefore, each bidder must furnish the East Windsor Municipal Utilities Authority a "Material Safety Data Sheet" for each product they supply the East Windsor Municipal Utilities Authority which contains a substance listed on the Hazardous Substance List. Furthermore, in compliance with the Uniform Labeling requirement, a label shall be affixed or stenciled on any product that contains such substances before delivery to the East Windsor Municipal Utilities Authority.

CERTIFICATE OF PAYMENT

All contracts awarded will require the successful bidder to provide on a monthly basis a certificate of payment that all subcontractors, vendors, laborers, mechanics and trades have been paid per N.J.S.A. 2A:44-128 et seq.

CONDITIONS

N.J.S.40A:11 et seq. (Local Public Contracts Law), in its entirety by reference, applies to all specifications drawn by the East Windsor Municipal Utilities Authority. This includes but is not limited to N.J.A.40A:11-18 which requires that only manufactured and farm products of the United States, wherever available, shall be used.

Unless otherwise specified, materials and equipment purchased will be inspected by the contracting agent as to meeting the quality and quantity requirements of the call for bids. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory. If the reports indicate that the materials do not meet the specifications, the expense of analysis shall be borne by the bidder holding the contract.

The bidder shall warrant all materials and services supplied under these specifications. The warranty shall include warranty of title, merchantability, fitness for a particular purpose and such other warranties that arise from the course of dealing or usage of trade. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

TERMINATION OF CONTRACT

- A. If through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the East Windsor Municipal Utilities Authority shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the East Windsor Municipal Utilities Authority of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the East Windsor Municipal Utilities Authority for damages sustained by the East Windsor Municipal Utilities Authority by virtue of any breach of the contract by the contractor and the East Windsor Municipal Utilities Authority may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the East Windsor Municipal Utilities Authority from the contractor is determined.
- C. The contractor agrees to indemnify and hold the East Windsor Municipal Utilities Authority harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the East Windsor Municipal Utilities Authority under this provision.
- D. In case of default by the successful bidder, the East Windsor Municipal Utilities Authority may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

ASSIGNMENT, TRANSFER, CONVEY, SUBLET OR DISPOSAL OF CONTRACT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without written consent of East Windsor Municipal Utilities Authority, New Jersey.

AWARD OF CONTRACT – PRICES FIRM

The contract shall be awarded within sixty (60) days unless concerned parties agree to an extension. Award will be based on unit price of each item. Contract shall be awarded for a period of one (1) year ____ or two (2) years X or three (3) years ____.

The contract may be renewed for up to two one-year extensions X or one two-year extension____, upon mutual agreement of the East Windsor Municipal Utilities Authority and the contractor/vendor. In accordance with 40A:11-15, any price increases shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.

The contract is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

QUANTITY

The East Windsor Municipal Utilities Authority reserves the right to take any number of units, when applicable, up to the maximum indicated in the specifications or to increase the quantity by executing a change order not to exceed 20% of the overall contract amount or to omit various items as may be in the best interest of the East Windsor Municipal Utilities Authority to do so in accordance with N.J.A.C. 5:34-4.2. No warranty is given or implied as to the item or quantity that will be purchased.

DELIVERY

Delivery shall be made within fourteen (14) calendar days after issuance of any purchase order during the contract period. The EWMUA reserves the right to place multiple orders in any quantity during the course of the contract. Item(s) to be quoted F.O.B. delivered to the following location:

**East Windsor Municipal Utilities Authority,
147 Millstone Road
East Windsor, NJ 08520**

PAYMENT

Payment will be made with final written approval of authorized official within thirty (30) days of receipt of properly certified and tabulated invoice as authorized by the Local Fiscal Affairs Law (**N.J.S.A. 40A:5-1 et seq**). In accordance with the Prompt Payment Law N.J.S.A. 2A:30A-1 et seq., if applicable.

NOTE: The East Windsor Municipal Utilities Authority is tax exempt.

RESERVATIONS

The East Windsor Municipal Utilities Authority reserves the right to accept or reject any or all bids, to waive minor irregularities and technicalities, to request rebids on the items and award bids in part or whole as the East Windsor Municipal Utilities Authority deems it will best serve its interests.

The East Windsor Municipal Utilities Authority reserves the right to waive minor details.

The East Windsor Municipal Utilities Authority reserves the right, where applicable, pursuant to N.J.S.A. 40A:11-13 (b), to award the bid based on the physical proximity of the bidder which is requisite to the efficient and economical purchase of the material or services.

EXCEPTIONS TO SPECIFICATIONS

For purpose of evaluation where an equivalent product is being furnished in place of one requested, bidder must indicate any variation to our specifications. If no variations are indicated, it will be construed that the bid fully complies with the specifications.

Exceptions, if any, to the bid specifications, shall be noted on the Bid Form. If exceptions are taken, the bidder shall furnish documentation to substantiate equivalency with the item specified. The burden of proof shall be on the vendor. The East Windsor Municipal Utilities Authority shall be the sole judge as to the equivalency of items bid to the specifications.

INSURANCE

The successful bidder shall certify or cause to be certified to East Windsor Municipal Utilities Authority, upon request, Certificates of Insurance for the following:

- (1) Workers Compensation as required by State of New Jersey applicable to the work to be performed;
- (2) Comprehensive General Liability for bodily injury, personal injury and property damage, including damages from collapse, explosion, and underground structures if applicable, at a limit of not less than \$1,000,000 combined single limit for damages arising out of injury to or destruction of property;
- (3) Contractual liability insurance indemnifying and holding the East Windsor Municipal Utilities Authority harmless from any and all claims for personal injury or property damage resulting from the negligence of the bidder or anyone working under its control;
- (4) Comprehensive Automobile Liability shall apply for all owned, non-owned and hired vehicles at a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage for incident;
- (5) With the exception of Workers Compensation, each Certificate shall name the East Windsor Municipal Utilities Authority as an additional insured. A copy of the additional insured endorsement for each insurance policy shall be provided to the Executive Director for the East Windsor Municipal Utilities Authority within thirty (30) days of the award of the contract.
- (6) The Certificate should include a thirty (30) day notice of cancellation provision.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS -N.J.S.A. 40A:11-23.2

The contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractor"). The proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the East Windsor Municipal Utilities Authority.

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

NOTE TO POTENTIAL BIDDERS

THE SPECIFICATIONS HEREIN PROVIDED ARE ILLUSTRATIVE IN REGARD TO THE MATERIALS DESIRED. IT IS NOT THE INTENTION OF THE EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY TO PRECLUDE ANY QUALIFIED VENDOR FROM SUBMITTING A BID. THE EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY WELCOMES BIDS WHICH SUBSTANTIALLY MEET AND ARE COMPARABLE TO THE CRITERIA DESCRIBED BY THE SPECIFICATIONS.

AMERICAN GOODS AND PRODUCTS

Only manufactured and farm products of the United States, wherever available, shall be furnished under this contract.

N.J.S.A. 2A:30A-2 now holds a prime contractor's bills to be deemed acceptable 20 days after receipt unless the payor provides a written statement of an amount to be withheld and the reason for withholding. Importantly, government entities that must vote on authorizations for payment can be excepted from this 20-day rule by expressly providing in bid specifications **and** contract documents that bill approvals will occur at the first public meeting after receipt and bill payment will occur during the subsequent payment cycle. Our bid specifications and contracts need to be revised accordingly.

If payment is not made pursuant to the above mentioned rules, the delinquent municipality will be liable for the amount due plus interest at a rate equal to the prime rate plus one (1) percent. The interest period begins on the first day of delinquency and ends on the day in which the check for payment has been drawn. This interest penalty provision, however, does not apply to certain transportation projects for which the federal government provides funding.

In addition to the above mentioned penalty provision, a prime contractor may, after providing seven (7) calendar days written notice, suspend performance under the contract for nonpayment if the payor has not provided a written statement of the amount to be withheld and the reason for withholding and has not engaged in a good faith attempt to resolve the billing dispute. This provision also does not apply to certain transportation projects for which the federal government provides funding.

All contracts for the improvement of structures must provide that billing disputes may be submitted to an alternative dispute resolution process, such as mediation or arbitrations. This provision applies only to billing disputes, however, and thus need not apply to disputes over bid solicitation or the awarding, formation, or interpretation of contracts.

Pay to Play Law

The Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on the requirement is available from ELEC at (888) 818-3532 or at www.elec.stae.nj.us.

SPECIFICATIONS

BROKEN STONE (CONTRACT A) - DELIVERED

Broken stone shall be either trap rock or dolomite.

All broken stone shall conform to Section 901 of the "Standard Specifications for Road and Bridge Construction", New Jersey State Highway Department, latest edition.

DENSE-GRADED AGGREGATE (DGA)

All materials supplied under this section shall be in accordance with Section 901, Subsection 901.10 of the "Standard Specifications for Road and Bridge Construction", New Jersey State Highway Department, latest revision. All materials shall conform to the following gradation:

Sieve Size	Percent (%) Passing
1-1/2	100
3/4	55 -90
No. 4	25 - 60
No. 50	5 - 25
No. 200	3 - 12

BITUMINOUS MATERIALS (CONTRACT B) – PICKED UP BY EWMUA TRUCK

Bituminous materials shall be furnished in accordance with New Jersey Bridge Highway Department, "Standard Specifications for Road and Bridge Construction", latest edition.

1. EZ STREET or Equivalent High Performance Cold Mix (As Produced by American Asphalt Company., Burlington Plant, NJ)

2. Bituminous Concrete Type FABC Mix I5

All bituminous concrete Type FABC Mix No. I5 shall conform to the New Jersey State Highway Department Standard Specifications for Road and Bridge Construction , latest edition.

3. Bituminous Stabilized Base Mix No. I2

All bituminous stabilized base Mix No. I2 shall conform to the New Jersey State Highway Department, Standard Specifications for Road and Bridge Construction, latest edition.

SAND (CONTRACT C) - DELIVERED

All material provided under this item shall be a natural sand, not from stone crushing operations. All materials shall conform to the following gradation:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60

The percentage of material passing by weight should be determined by washed sieve analysis in accordance with ASTM C-117.

NOTE: If you have any questions, please contact Richard Brand, Executive Director, at 609-443-6000.

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

BIDDER'S FINAL CHECK SHEET

WE REQUEST THAT THE FOLLOWING CHECK POINTS BE OBSERVED AND REVIEWED FOR COMPLETION, PRIOR TO SUBMITTAL OF BID. FAILURE TO PROPERLY COMPLETE THESE DOCUMENTS, ETC., AND FORWARD SAME WITH BID WILL BE GROUNDS FOR REJECTION OF YOUR BID.

- _____ **COMPLETE CORPORATE RESOLUTION REQUIREMENT IN SPECIFICATIONS. (To Be Supplied With Bid)**
- _____ **COMPLETE STOCKHOLDER DISCLOSURE CERTIFICATION REQUIREMENT AS PER SPECIFICATIONS. (To Be Supplied with Bid)**
- N/A _____ **COMPLETE PROPER SECURITY (CERTIFIED CHECK, CASHIER'S CHECK OR BID BOND ONLY!!). (To Be Supplied With Bid)**
- _____ **COMPLETE ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA. (To Be Supplied With Bid)**
- _____ **BID FORM SIGNED BY RESPONSIBLE PERSON. (To Be Supplied With Bid)**
- _____ **MAIL OR HAND CARRY BID TO ARRIVE ON TIME AS SPECIFIED IN SPECIFICATIONS. ANY BIDS RECEIVED AFTER THE BID OPENING TIME MUST BE RETURNED UNOPENED.**
- _____ **PLEASE INDICATE BID NAME, NUMBER, OPENING DATE AND TIME ON OUTSIDE OF ENVELOPE!!**
- _____ **COMPLETE DATA PERTINENT TO AFFIRMATIVE ACTION PROGRAM. (To Be Supplied If Awarded Contract)**
- _____ **CERTIFICATES OF INSURANCE. (To Be Supplied If Awarded Contract)**
- _____ **PREVAILING WAGE FORM. (Obtainable from the NJ Dept. of Labor). (To Be Supplied If Requested)**
- _____ **NON COLLUSION AFFIDAVIT. (To Be Supplied With Bid)**
- _____ **DEPARTMENT OF THE TREASURY BUSINESS REGISTRATION CERTIFICATE.**
- _____ **POLITICAL CONTRIBUTION DISCLOSURE. (PAY TO PLAY)**
- _____ **East Windsor Twp. AFFIDAVIT OF COMPLIANCE Section 2.36**

PROPOSAL

To: East Windsor Municipal Utilities Authority
7 Wiltshire Drive
East Windsor, New Jersey 08520

Attn: Richard Brand, Executive Director

PROPOSAL OF: _____

ADDRESS: _____

Phone: _____ E-mail: _____

FOR: FURNISHING AND DELIVERY OF ROADWAY MATERIALS 2020-2022

Gentlemen/Ladies:

We hereby certify that we are the only person or persons interested in this bid, that it is made without collusion with any person, firm, or corporation making another bid of the same contract, that the bid is in all respects fair and that no office of East Windsor Municipal Utilities Authority or any person in the employ is directly or indirectly interested in this bid or in the supplies or work to which it relates, or in the profits or any portion thereof.

We further declare that we have carefully examined the Instructions to Bidders, Specifications, and Contract Form herein referred to and propose to furnish and deliver all necessary materials specified and in the manner and time prescribed at the following Unit Prices and further agree that the following Unit Prices are inclusive of all costs:

Contract "A" - Broken Stone - Delivered

	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 1,000 Tons #57 3/4" Clean Stone	\$ _____	\$ _____
2. 300 Tons #8 3/8" Clean Stone	\$ _____	\$ _____
3. 500 Tons 1" Stone	\$ _____	\$ _____
4. 650 Tons #4 1-1/2" Stone	\$ _____	\$ _____
5. 500 Tons #2 2-1/2" Stone	\$ _____	\$ _____
6. 1,500 Tons 3/4" QP, DGA (Quarry Blend)	\$ _____	\$ _____

Contract “B” - Bituminous Materials
F.O.B. Using East Windsor MUA Trucks

Asphalt Price Adjustment

The Unit Price for items B-2 and B-3 (Mix I-5 & Mix I-2) shall be based upon the published New Jersey Department of Transportation Asphalt Cement Index for March 2020 of **\$481.00**. (<https://www.state.nj.us/transportation/business/aashtoware/PriceIndex.shtm>) This Unit Price will increase or decrease monthly according to the determined Asphalt Price Adjustment. The formula below shall be used to determine the Asphalt Price Adjustment. The Monthly Asphalt Price Index (MA) shall be the average of the published north and south asphalt cement index for that month. The percentage of asphalt cement for the mix designs of items B-2 and B-3 by weight will be 5%.

$$A = (MA - BA) \times M$$

Where:

A = Asphalt Price Adjustment

MA = Monthly Asphalt Price Index

BA = **\$481.00** - Basic Asphalt Price Index (NJDOT March 2020 Published ACI)

M = Percentage of Asphalt Cement used for the I-5 and I-2 mix: 5%

Adjusted Unit Price Calculation Example:

A = Asphalt Price Adjustment

MA = \$490.00

BA = **\$481.00** - Basic Asphalt Price Index (NJDOT March 2020 Published ACI)

M = Percentage of Asphalt Cement used for the I-5 and I-2 mix: 5%

UP= Bid Unit Price- \$50.00

$$A = (490.00 - 481.00) \times .05$$

$$A = \$0.45$$

$$\text{Adjusted Unit Price: } \$50.00 + \$0.45 = \$50.45$$

All unit prices bid under Contract “B” shall be compared using a mileage factor for trucking. A cost of **58.5 cents** per mile for trucking in the East Windsor Municipal Utilities Authority vehicles will be applied to determine the lowest responsible bidder. The mileage factor will be calculated based upon the driving distance from the Wastewater Treatment Plant to the material source round trip.

State distance from Bidder’s plant (source of material) to East Windsor Municipal Utilities Authority Wastewater Treatment Plant at 147 Millstone Road, East Windsor, New Jersey:

_____ miles

Describe

route: _____

	<u>Unit Price</u>	<u>Total Amount</u>
1. 300 Tons EZ STREET High Performance Cold Mix	\$ _____	\$ _____
2. 500 Tons FABC Mix I5	\$ _____	\$ _____
3. 1,500 Tons Stabilized Base Mix I2	\$ _____	\$ _____
 <u>Contract "C" – Sand -Delivered</u>		
1. 2,000 Tons Unwashed Sand Fill	\$ _____	\$ _____
2. 2,000 Tons Washed Coarse Sand	\$ _____	\$ _____

Exceptions to Specifications are to be attached:

Bidder to supply at least three (3) references:

Individual Name	Company Name	Phone Number
Individual Name	Company Name	Phone Number
Individual Name	Company Name	Phone Number

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for bids.

It is further proposed to execute the Form of Contract within fourteen (14) days after receiving notice from the owner.

The undersigned is:
(circle one)

- Individual
- Partnership
- A Corporation

BIDDER: _____
COMPANY DATE

AUTHORIZED SIGNATURE TITLE

If a partnership or corporation, give the names of all partners or all other officers of the corporation with the address of each:

(SEAL)
(Seal required only if bidder is a corporation)

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

Notary Public of

My Commission Expires _____

RESOLUTION:

RESOLVED, that the following named officers:

be and hereby are authorized and empowered to sign and submit to the East Windsor Municipal Utilities Authority, the attached bid or proposal and further that said officers are authorized to execute the contract or any other agreement or bond or statement necessary for the fulfillment of obligations incurred by the acceptance of the East Windsor Municipal Utilities Authority of the bid or proposal.

I hereby certify that the above constitutes a true copy of a Resolution passed and approved by the Board of Directors at a meeting held on

Affix Seal:

Secretary

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO BID DOCUMENTS

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

As required by N.J.S.A. 40A:11-23.la., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgment by bidder:

Name of Bidder: _____

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

THIS FORM MUST BE RETURNED EVEN IF NO ADDENDA IS PROVIDED

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

)

) ss:

COUNTY OF

)

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

I am

of the firm of _____
the bidder making the Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; that said bidder has not directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(Name of Contractor)

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

Notary Public of
My Commission Expires _____, 20

(Also type or print name of affiant signature)

STOCKHOLDER DISCLOSURE STATEMENT
in compliance with N.J.S.A. 40A:11-23.2

Name of Business: _____

Principal Place of Business: _____

PARTNERSHIP **CORPORATION** **SOLE PROPRIETORSHIP**

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. If one or more of the below is itself a corporation or partnership, I have annexed the names and addresses of anyone owning a 10% or greater interest therein.

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

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW.

STOCKHOLDERS:

NAME	STREET ADDRESS	CITY AND STATE	% OF STOCK OR PARTNERSHIP
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I further certify that no officer or employee of the East Windsor Municipal Utilities Authority has any interest, direct or indirect, in this corporation or partnership or in this contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SWORN AND SUBSCRIBED TO
BEFORE ME THE _____ DAY
OF _____, 20_____

Signature of Notary Public

Notary Public of _____

My Commission expires _____

SIGNATURE

PRINT OR TYPE NAME

TITLE OF PERSON SIGNING

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ **Proposer:** _____

PART 1

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 (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), 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 State of New Jersey, Department of Treasury, Division of Purchase and Property 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 Authority 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 Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined 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

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 box 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 Authority 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 Authority to notify the Authority in writing of any changes to the answers or 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 Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

TITLE: _____ DATE: _____

TOWNSHIP OF EAST WINDSOR

AFFIDAVIT OF COMPLIANCE WITH SECTION 2.36 OF THE REVISED GENERAL ORDINANCES OF EAST WINDSOR TOWNSHIP

State of _____ :
: ss
County of _____ :

I, _____
(Name of Professional Business Entity(s); if a corporation, name of officer making affidavit)

being duly sworn, affirm that I am aware of the provisions of Section 2.36 of the Revised General Ordinances of East Windsor Township, which was enacted by Ordinance No. 2004-21 adopted by the East Windsor Township Council on January 11, 2005 and made effective as of April 1, 2005. In accordance with that Ordinance, I further declare that neither the professional business entity with which I am associated, nor I, have made any contributions in excess of the limits permitted under Section I, subparagraph (d) of the said Ordinance within the past calendar year, to any East Windsor Township Council candidate or office holder, or to any municipal or county party committee or to any political action committee that is organized for the purpose of promoting or supporting East Windsor Township candidates or office holders. I further declare that I am aware that if it is determined that such contributions have been made, that it will be deemed as a material breach of any professional services agreement that I have entered into with the Township of East Windsor and that I may be subject to penalties as may be provided by law, including those set forth in Section 2.36 of the Revised General Ordinances of East Windsor Township.

Signature of Person Making Affidavit

Sworn and subscribed to before me this

_____ day of _____, 20_____ .

My Commission expires _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

CONTRACT

THIS AGREEMENT MADE THIS _____ day of _____, Two thousand _____, between East Windsor Municipal Utilities Authority, East Windsor, New Jersey, party of the first part, and _____ of _____ party of the second part.

WITNESSETH, that the said party of the second part, for and in consideration of the payments hereinafter specified and agreed to be made by the party of the first part hereby covenants and agrees to furnish, deliver and/or install to wit:

FURNISHING AND DELIVERY
OF ROADWAY MATERIALS 2020-2022

All to be furnished, delivered and/or installed at East Windsor Municipal Utilities Authority as set forth in the Instructions to Bidders and in accordance with the specifications, which said Instructions to Bidders, Proposal and specifications are hereby made a part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement and will furnish said material required at any time during the term of the contract, which shall commence on the third day after this contract is signed and remain in force for the contract period.

The party of the second part agrees to make payment of all proper charges for labor and materials required in the aforementioned work and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every one of them, against and from all suits and costs of every name and description and from all damages to which the said party of the first part, its officers, agents and servants and each and every one of them may be put, by reason of injury to person or property resulting from carelessness in the performance of said work, or through negligence of the said party of the second part or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforementioned work, or through any act or omission on the party of the second part, or his agent or servant.

The parties to this contract do hereby agree to comply with the provisions of New Jersey Public Law 1975, Chapter 127 (N.J.A.C. 17:27), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on them.

Payments to be made within thirty (30) days after delivery of materials(s) and upon presentation by the contracting unit of the proper certificate.

The contract is to be binding upon the party of the first part, its successors or assigns and upon the party of the second part, its successors or assigns.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Chairman, attested by its Clerk and its Corporate Seal to be hereunto affixed, pursuant to a resolution of the said party of the first part passed for that purpose and the said party of the second part has set (its) (their) hand (s) and seal (s), the day and year first written above.

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

By: _____

(SEAL)

ATTEST: _____

Richard Brand, EAST WINDSOR MUA

SUPPLIER

By: _____

Address

City and State

**Signed, sealed and delivered
in the presence of:**

Title

Dated: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not 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 their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 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 personal 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**