

TOWNSHIP OF NEPTUNE SEWERAGE AUTHORITY

P.O. Box 765
Neptune, New Jersey 07753

Monmouth County

State of New Jersey

Specifications and Proposal

Title:

FURNISHING AND DELIVERING OF HYDROGEN SULFIDE CONTROL CHEMICAL for the 2021 & 2022 Calendar Years

DUE DATE: Wednesday, August 19, 2020

Time: 10:00 a.m.

Place: Township of Neptune Sewerage Authority
634 Old Corlies Avenue
Neptune, NJ 07753

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NOTICE TO BIDDERS

PROPOSALS: Sealed proposals for the following: Furnishing and Delivering of Hydrogen Sulfide Control Chemical for the 2021 & 2022 Calendar Years for the Township of Neptune Sewerage Authority will be received at 10:00 a.m. on Wednesday, August 19, 2020 at which time bids will be publicly opened and read aloud at the Administration Building, located at 634 Old Corlies Avenue, Neptune, New Jersey. Bids will not be accepted after the specified time. Proposals must be on the official proposal form. Specifications are available via www.tnsa-nj.org or at the Township of Neptune Sewerage Authority Administration Office, 634 Old Corlies Avenue, Neptune, NJ 07753 and may be inspected/obtained by prospective bidders during regular business hours. Bidders who do not download this document will be furnished with a copy of the specifications upon proper notice and payment of a non-refundable fee of \$10. Proposals must be submitted in a sealed envelope, addressed to the Executive Director, Township of Neptune Sewerage Authority, P.O. Box 765, Neptune, New Jersey and identified as “Bid – Furnishing and Delivering of Hydrogen Sulfide Control Chemical for the 2021 & 2022 Calendar Years”.

Specifications provide for receipt of bids by mail. Those bids which are mailed to the contracting unit shall be sealed, properly marked and shall only be opened for examination at such time and place as all bids received are unsealed and announced.

The right is reserved by the Owner to reject any and all bids or to waive any immaterial defect or informality in any bid, if deemed in the best interest of the Owner. The right is also reserved to increase or decrease the quantity specified in the manner designated in the contract documents.

AFFIRMATIVE ACTION REGULATIONS: Bidders are required to comply with the requirements of N.J.S.A.10:5-31 and N.J.A.C. 17:27 et seq.

By: James W. Manning, Jr.
Chairman
Township of Neptune Sewerage Authority

TOWNSHIP OF NEPTUNE SEWERAGE AUTHORITY

INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS AND SPECIFICATIONS FOR FURNISHING AND DELIVERING OF HYDROGEN SULFIDE CONTROL CHEMICAL FOR THE 2021 & 2022 CALENDAR YEARS

1.0 GENERAL INSTRUCTIONS TO BIDDERS Time and place for acceptance of bids: All proposals will be publicly opened and read by the Executive Director on Wednesday, August 19, 2020, at 10:00 a.m. prevailing time, at the Administration Building, 634 Old Corlies Avenue, Neptune, New Jersey 07753. Proposals shall be delivered at that time in a sealed envelope addressed to the Executive Director and shall be marked on the outside: “Furnishing and Delivering of Hydrogen Sulfide Control Chemical for the 2021 & 2022 Calendar Years”. Bids will not be accepted after the specified time.

Bids may be submitted by mail. Bids delivered to the proper address prior to the date and time specified shall be properly sealed and marked. Said bids shall only be opened for examination at such time and place as all bids received are unsealed and announced.

1.1 BID FORM INSTRUCTIONS All bids must be submitted on the form of proposal supplied by the Authority. All bid documents submitted should include original signatures. Failure to provide original signatures may be cause for rejection of the bid at the discretion of the Authority.

1.2 BID BOND INSTRUCTIONS A bid bond, cashier’s check or certified check in the amount of ten percent (10%) of the total amount bid, not exceeding \$20,000.00, N.J.S.A 40A:11-21, must accompany each proposal as a guarantee which may be forfeited and retained by the Authority in lieu of its other legal remedies if a successful bidder’s proposal is accepted by the Authority and he shall fail to execute and return to the Authority the required contract within twenty-one (21) days, Sundays and holidays excepted, after the delivery of the prepared contract to him by the Authority. The bid bond shall be submitted on the form provided within these bid documents. A Certificate of Authority, issued by the New Jersey Department of Banking and Insurance should be submitted with the bid proposal. The guarantee checks or bid bonds of all except the three (3) lowest bidders will be returned within ten (10) days after opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. The remaining bid guarantees will be returned promptly upon execution of contract documents by the successful bidder but no more than three (3) days, Sundays and holidays excepted, after the awarding and signing of the contract and the approval of the contractor’s performance bond.

1.3 PERFORMANCE BOND The successful bidder, when awarded a contract, shall submit simultaneously with the delivery of the executed contract, a performance bond in the amount of one hundred (100%) of the total amount bid guaranteeing performance of the contract in a form acceptable by the Authority.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the performance bond may be resubmitted each year on the contract anniversary date for the amount remaining on the contract.

Failure to submit with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

- 1.4** **CONSENT OF SURETY** Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a surety company authorized to do business in the State of New Jersey, and acceptable to the owner stating that it will provide said bidder with a performance bond in the full amount of the bid.

The consent of surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a consent of surety form shall result in rejection of the bid.

- 1.5** **MAINTENANCE BOND** Upon completion of any repair which cost exceeds \$100,000.00 and prior to payment the successful bidder shall provide a maintenance bond in the amount of fifteen percent (15%) of the total contracted amount including any change orders. The maintenance bond shall be for a two year term in a form acceptable to the Authority. A Surety Disclosure Statement shall accompany the maintenance bond.

- 1.6** **OBLIGATION OF BIDDER** At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the contents of the Notice to Bidders, the General Information and the Specifications of the material and/or service to be supplied. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve the bidder from any obligation in respect of that bid.

Any challenge to the bid specifications shall be presented to the Executive Director, Township of Neptune Sewerage Authority, P.O. Box 765, Neptune, New Jersey 07753 within three (3) business days prior to the bid opening and shall be clearly marked on the outside "Bid Challenge – Furnishing and Delivering of Hydrogen Sulfide Control Chemical for the 2021 & 2022 Calendar Years". Any challenge filed thereafter shall have no effect on bid award.

- 1.7** **SUBLETTING OR ASSIGNING OF CONTRACT** The contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract, or any portion thereof, or of the work provided herein, or of his right, title, or interest therein, to any person, firm or corporation.

- 1.8** **INSURANCE COVERAGE** Effective with all 1989 contracts for materials, services and supplies, the successful bidder shall be required to file a certificate

of insurance as part of the contract document, indemnifying the Township of Neptune Sewerage Authority from any liability claims resulting from the direct or indirect failure or defect of any of the contractor supplier's products or services. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Township of Neptune Sewerage Authority as an additional insured. All commercial insurers must have an A.M. Best Company financial strength rating of "A"/VII or better unless the Owner grants an exception. **The successful Bidder is responsible to update the certificate of insurance upon expiration and immediately forward the updated certificate of insurance to the Owner.**

This insurance coverage obligation may be shared by both the contract suppliers and/or manufacturer.

The successful bidder shall also be required to file evidence of Comprehensive General Liability Insurance in a minimum amount of \$1,000,000 of bodily injury and property damage; and Comprehensive Auto Liability Insurance in a minimum amount of \$1,000,000 for bodily injury and property damage.

If a contract in any way involves the performance of services, the successful bidder will be required to file a certificate of insurance in connection with Workmen's Compensation Coverage. The successful bidder shall take out and maintain during the life of the contract adequate worker's compensation and employer's liability insurance for all employees employed in connection with the work, and in case and work is sublet, the successful bidder shall require each sub-contractor similarly to provide workmen's compensation and employer's liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the successful bidder's insurance.

Coverage A shall be New Jersey Statutory and Coverage B (Employer's Liability) shall be unlimited as per New Jersey Workmen's Compensation Law.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers which he 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' representatives 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.

All certificates of insurance shall be submitted when required by the contract documents but in no event later than the commencement of work. Certificates of insurance shall be subject to review by the Owner and shall show the certificate holder as follows:

Township of Neptune Sewerage Authority
P.O. Box 765
634 Old Corlies Avenue
Neptune, New Jersey 07753

Certificate of insurance must indicate that the Township of Neptune Sewerage Authority has been named as an additional insured for this contract.

- 1.9 MANDATORY AFFIRMATIVE ACTION LANGUAGE (P.L. 1975 c. 127 (N.J.A.C. 17:27)** During the performance of this contract, the contractor agrees to comply with all the requirements of N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27.

Each contractor shall submit to the Authority after notification of award but prior to execution of the contract, one of the following documents:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval.
2. A photocopy of their Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4.
3. A completed Affirmative Action Employee Information Report (AA302) provided by the Division and distributed to the public agency to be completed by the PROPOSER in accordance with N.J.A.C. 17:27-4.

The successful bidder must submit 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.

- 1.10 OWNERSHIP DISCLOSURE CERTIFICATION (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 goods and services, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included statement of ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and subchapter s corporations. Failure to submit an ownership disclosure document shall result in rejection of the bid.

- 1.11 AWARDING OF CONTRACT** The Township of Neptune Sewerage Authority will award the contract to the lowest qualified responsible bidder but reserves the right to reject any and all proposals and to waive any immaterial informality as may be permitted by law.

This award of contract shall not be binding upon the Authority until the contract, in accordance with the specifications, is actually executed by the successful bidder and by the proper officials of the Township of Neptune Sewerage Authority.

The Authority shall award the contract or reject all bids within sixty (60) days except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. No bids may be withdrawn during this sixty (60) day period.

The inability of any vendor to bid on all items listed under each category on which that party is bidding may preclude consideration of the bid. The contract shall be awarded to that agency which provides the lowest overall bid, considering all items are bid or otherwise calculated in for award purposes. Bids shall be reviewed to determine any unbalanced bidding. Unbalance bidding shall be cause for rejection.

- 1.12 VENDOR QUALIFICATIONS** All bidders shall provide certification demonstrating its ability to perform this contract. Certification shall be provided on the attached form and shall attest the contractor will have available resources, equipment, experience and capability to undertake and perform the work described in this specification.

Bids received from Bidders who have previously failed to complete contracts within the time required therefore, or who have previously performed similar work in an unsatisfactorily manner, or who do not have the required equipment or capital to properly execute the work, may be rejected.

- 1.13 CONTRACT PERIOD** The contract period shall be for two (2) years from the date first appearing thereon unless otherwise specified by law.

In accordance with 40A:11-15 of the Local Public Contracts Law, the Authority reserves the right to extend this contract, when mutually agreed upon between the Authority and the contractor. The extension may not be more than two one-year periods or one two-year period at the current contract price, terms and conditions by mutual agreement with the contractor. The contract extension shall be awarded by resolution of the governing body only upon a finding by the governing body that the services are being performed in an effective and efficient manner.

- 1.14 BID PRICES** The bid shall be based upon the descriptions provided on the “Bid Form” and from the technical specifications attached hereto. The bid shall be based on “top of the line” quality items and/or service shall be quoted f.o.b. Township of Neptune Sewerage Authority, P.O. Box 765, 634 Old Corlies Avenue, Neptune, New Jersey 07753.

Full replacement shall be provided by the successful bidder should any item and/or services supplied fail to perform in accordance with the standards of “top of the line” quality as known by the trade.

The successful bidder shall make delivery of services and/or installation as requested to the Township of Neptune Sewerage Authority at no additional charge.

1.15 EQUIPMENT SPECIFIED The contractor shall submit bid prices for the items in the proposal based upon the equipment named. If the contractor is proposing an alternate product or equipment, the contractor must submit page 40 entitled “Application for Acceptance of Substitute Equipment and/or Material” at the time of bid for consideration. The use of alternate product or equipment which the contractor believes to be equal to that specified must be in accordance with the following:

1. All other additional costs incurred by the Owner as a result of the substitution of any product or equipment shall be borne by the contractor.
2. All deductions or additions as a result of a difference in costs between the product and equipment shall be deducted from or added to the contract. The contractor shall state the difference in product or equipment costs of any proposed substitution.
3. The contractor shall submit proof of eligibility of the product or equipment proposed for substitution.

When a type or quantity of the product or equipment is required for any particular unit of the work, the bidder should make arrangements for securing such product or equipment in all cases where the contractor does not own or control it. The bidder warrants when a bid is submitted, that a contractor has or can secure the necessary labor and product or equipment and has assured that the materials intended to be used comply with the requirements of the specifications and can be secured in the required quantity and at the time desired.

1.16 PROMPT PAYMENT REQUIREMENTS Requests for payment of goods or services delivered shall be made on Township of Neptune Sewerage Authority vouchers with copies of supplier’s invoices attached which shall specify the quantity, description, unit and extended prices of each item delivered. Payments shall not be provided on a frequency less than a monthly basis after services are rendered and vouchers are timely submitted for review and processing.

1.17 INTENT OF SPECIFICATIONS The equipment and/or service specifications in this bid package are intended to specify equipment and/or service in terms of performance and function. No part of this specification should be interpreted as representing or recommending a particular brand of equipment. It should be noted, however, that only manufacturer’s publicly identified “top of the line” equipment will be accepted.

1.18 TERMINATION OF CONTRACT 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 Authority shall thereupon have the right to terminate this contract by given written notice to the contractor of such termination.

Such termination shall relieve the Authority of any obligations for balances due the contractor of any sum or sums set forth in the contract.

In case of default by the successful bidder, the Authority may procure the goods or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

At any time should the Authority determine that any or all of the services discussed herein become unnecessary; the Authority reserves the right to terminate any or this entire contract upon thirty days written notice.

Strikes, walkouts or other such instances shall be reason for the Authority to immediately acquire other services until such time the contractor can again complete the remainder of the contract. Such actions may also be cause for the Authority to terminate the contract, at the Authority's discretion.

Continuation of the terms of this contract beyond the budget year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Authority reserves the right to terminate this contract upon thirty days written notice.

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

Prior to contract award or authorization, the contractor shall provide the Authority with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide to the Authority prior to the time a contract is awarded or authorized.

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Authority a list of subcontractors and their addresses that may be updated from time to time.
3. The contractor and the subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any

questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers and the proof of business registration or attest that no subcontractors were used.

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

1.20 NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT (N.J.S.A. 34:5A-1 et. seq., N.J.A.C. 8:59-2 et. seq.) The manufacturer or supplier of chemical substances or mixture shall label them in accordance with the NJ Worker and Community Law. Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished.

1.21 MANDATORY CONTRACT DISPUTE PROCEDURES The Proposer agrees to Mandatory Contract Dispute Procedures required by N.J.S.A. 40A:11-41.1, as described below:

In an effort to resolve any disputes that arise during the construction of the project or following the completion of the project, the Proposer and Owner agree that all disputes between them arising out of or relating to the performance of work described in the contract documents shall be submitted to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

Agreements reached in mediations shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The Proposer further agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub consultants, supplies or fabricators so retained,

thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

All parties involved in any dispute shall be joined in a single mediation proceeding in order to facilitate a full and final resolution of such dispute with all interested parties. Such joinder shall be mandatory even if the contractual obligations of the parties involved in a dispute arise under separate contracts or subcontracts.

Nothing in this section shall prevent the Owner from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C:40A:11-1 et. seq.).

- 1.22 PREVAILING WAGE ACT (N.J.S.A. 34:11-56.25 et. seq.)** The New Jersey Prevailing Wage Act is hereby made a part of every contract entered into on behalf of the Authority, except those contracts, which are not within the contemplation of the Act. The bidder's signature on its bid is its guarantee that neither it nor any subcontractors it might employ to perform the work covered by the contract has been suspended or debarred by the New Jersey Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Act. The bidder's signature on its bid is its guarantee that both it and any subcontractors it might employ to perform the work covered by the contract will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

Certified payrolls shall be provided with each request for payment under this contract.

- 1.23 PUBLIC WORKS CONTRACTOR REGISTRATION ACT (N.J.S.A. 34:11-56.25)** The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for "public work", as defined in N.J.S.A. 34:11-56.26, to be first registered with the Department of Labor and Workforce Development. No vendor or subcontractor, including lower tier subcontractors, shall engage in the performance of any public work subject to the contract unless they are registered pursuant to this Act. Bidders shall submit with their bid a valid copy of their Public Works Contractor Registration certificate and valid copies of the registration certificates for all subcontractors listed in the bid. If an expired certificate is included with the bid, a copy of a renewal application submitted and filed with the Department of Labor and Workforce Development must be included with the bid submission. The certificate(s), or certified facsimile(s) of the certificate, shall be maintained at the worksite and shall be made readily available for inspection at any time.

Any questions regarding this requirement should be directed to the Division of Wage and Hour Compliance, Department of Labor and Workforce Development at (609) 292-9464.

- 1.24 SUBCONTRACTORS** A list of proposed subcontractors shall be included with the bid, if applicable. If the Owner, after due investigation, has reasonable objection to any proposed subcontractor, the Owner may reject the bid. Alternatively, the Owner may request the successful bidder to submit an acceptable substitute subcontractor without an increase in bid price. If the successful bidder declines to make any such substitution, the contract shall not be awarded to said bidder, but his declining to make a substitution will not constitute grounds for sacrificing his bid security.
- 1.25 AMERICAN GOODS AND PRODUCTS** Only manufactured and farm products of the United States, wherever available, shall be used in performance of this contract.
- 1.26 AMERICAN WITH DISABILITIES ACT OF 1990** Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included on page 41 and 42 agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owners harmless.
- 1.27 DISCLOSURE OF 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 from public entities in a calendar year.
- Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
- 1.28 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED INVESTMENT ACTIVITIES IN IRAN** Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A.52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.
- 1.29 ADDENDA** The Owner reserves the right to amend, add, or delete any requirements of the bid specification. If it becomes necessary, a written addendum will be issued to all bidders upon pickup of the bid specifications or posted on the Authority’s website after pickup. Bidders are required to check the website daily for any addenda issued from time of Proposal issuance through bid opening. To access Addenda, go to www.tnsa-nj.org. Bidders shall acknowledge receipt of such addenda in their bid on the appropriate form within the bid specifications.

- 1.30 TAXES** Purchases made by the Township of Neptune Sewerage Authority are not subject to any Sales or Federal Excise taxes.
- 1.31 EQUAL OR TIE BIDS** The Authority reserves the right to award at their discretion to any one of the tie bidders.
- 1.32 HOLD HARMLESS CLAUSE** The successful bidder shall defend, indemnify and save harmless the Authority, its officers, agents and servants and each and every one of them against and from all suits and cost of every name and description, and from all damages to which said Authority or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from carelessness in the performance of said work, or through the negligence of the contractor, or through any improper or defective machinery, implements or appliances used by said contractor in the aforesaid work or through any act or omission on the part of said contractor, his agent or agents. This provision applies regardless of whether insurance coverage is provided.
- 1.33 ERRORS AND CHANGES** All changes or corrections made to the bid pages should be crossed out, re-written and initialed by the individual making the change. Failure of the bidder to initial changes may be cause for rejection of the bid.
- 1.34 WITHDRAW OF BIDS** N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public bid due to a mistake on the part of the bidder, within five (5) business days after a bid opening. A “mistake” is defined by N.J.S.A. 40A:11-2(42), a clerical error that is unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

Where there are discrepancies between unit price bid and extended amounts, the unit price shall prevail. In the event of discrepancies between extended amounts and totals, the extended amounts shall prevail.

2.0 TECHNICAL SPECIFICATIONS

2.1 OWNER The Township of Neptune Sewerage Authority, 634 Old Corlies Avenue, P.O. Box 765, Neptune, New Jersey 07753.

2.2 SCOPE OF WORK Work to be done under this contract shall consist of furnishing and delivering of approximately 100,000 gallons per year of aqueous solution of nitrates used to control hydrogen sulfide by biochemical means for the 2021 and 2022 calendar years as specified herein to the Township of Neptune Sewerage Treatment Plant, 634 Old Corlies Avenue, Neptune, New Jersey 07753, Laird Avenue Pumping Station, Laird Avenue, Neptune City, New Jersey and various locations in the TNSA service area.

2.3 MATERIALS The product supplied shall be an aqueous solution of nitrate salts which provide an oxygen source to promote growth of naturally occurring bacteria which utilize hydrogen sulfide in their metabolism. This product shall have demonstrated capability of reducing dissolved hydrogen sulfide concentrations of 50mg/l to less than 1.0mg/l in jar tests with raw sewage.

All materials furnished under this Contract shall be completely soluble, require no special handling precautions, and shall be non-hazardous as defined by the EPA CERCLA list. The product supplied shall be Bioxide manufactured by Evoqua Water Technologies, LLC formerly Siemens Water Technologies or equivalent. Material Safety Data Sheets for the proposed product shall be included with the bid. Bidders must supply with their bid a list of at least five (5) references where the proposed product has been in use for Hydrogen Sulfide control for a period of at least five (5) years.

The material supplied shall be fully compatible with storage and feed equipment constructed of any of the following:

1. High Density Cross Linked Polyethylene
2. PVC
3. Polypropylene
4. FRP
5. Stainless Steel (316)

The Supplier shall provide complete storage and feed systems at all locations as directed by the Authority. The storage and feed systems shall contain the following minimum standards:

1. High Density Cross Linked Polyethylene Storage Tank with a minimum specific gravity rating of 1.9.
2. Feed Control System shall be enclosed in a lockable stainless steel enclosure containing the following:

- 2 24 Hour Time Clocks

- 1 316 SS Control Enclosure
 - 1 15 Amp Circuit Breaker, 115 Volt
 - 1 Ground Fault Convenience Receptacle
 - 5 On/Off Switches with LED Indicator Lights
 - 1 Calibration Cylinder with Flow Control Valves
 - 2 Dry Contact to Receive Signal from Remote Source
 - 3 Positive Displacement Chemical Feed Pumps
3. All piping, valves, filters, etc. needed in order to complete the system.
 4. The Supplier will be responsible for all routine maintenance of the systems and the replacement/repair of any defective components.

The Supplier shall be capable of manufacturing and providing complete storage and feed systems of the material. These systems shall include storage tanks, feed pumps, and control panels. The Supplier shall be an Underwriters Laboratories Listed Manufacturer of Enclosed Industrial Control Panels (proof of Underwriters Laboratories (U.L.) approval required). If during the course of this Contract, the Authority requires additional feed locations, the Supplier shall provide survey services to identify the problem and shall provide recommendations for correcting the problem. Any additional feed systems required shall be provided at no additional cost under this Contract.

The material supplied shall be free of any objectionable odor-producing compounds, have a pH of not less than 4.0 nor greater than 9.0 and the freezing point of the material shall be less than 5 degrees F.

The Right-to-Know Act data on the chemical shall be provided as required.

2.4 PRODUCT SUBSTITUTIONS The brand of chemicals specified herein are for the purpose of quality. The contractor may offer chemicals manufactured by other firms provided they are equal in performance and approved by the Authority. *In the event an equivalent product is proposed, it shall be the bidder's responsibility to demonstrate effectiveness of the proposed product by actual field test.* PLEASE NOTE: Page 39 must be submitted with the bid "Application for Acceptance of Substitute Equipment and/or Material". Bidders must also supply with their bid a list of at least five (5) references where the proposed product has been in use for a period of at least five (5) years as indicated on Page 40 and Page 41.

In the event an equivalent product is proposed, it shall be the Bidders responsibility to demonstrate effectiveness of the proposed product by actual field test. The Bidder shall provide, with the bid document an estimate, with back-up calculations, of the quantity of the proposed chemical required to reduce dissolved hydrogen sulfide concentrations from 4.0mg/l to 0.1mg/l (or less) at the Laird Avenue Pump Station with an average flow of 3.5 MGD. The quantity estimated shall be verified by field tests, and if field tests demonstrate that a feed rate more or less than 260 gpd of chemical is necessary to accomplish the specified hydrogen sulfide control, or if dissolved hydrogen sulfide

concentrations at the Laird Avenue Pump Station differs from 4.0mg/l, or if the average flow differs from the 3.5 MGD, the quantity of chemical in the proposal shall be adjusted on a pro-rata basis. The total amount of the bid, based upon the adjusted quantity shall be used as the basis for comparison of the bids and for the Contract award.

All testing, if required, shall be accomplished within fourteen (14) calendar days of the Notice to Proceed by TNSA or else the Bid shall be considered non-responsive. All costs for testing, including labor, material, equipment, chemical testing shall be the responsibility of the bidder.

During the course of the contract, the chemical and manufacturer specified in the proposal cannot be substituted or deviated from. Any deviation from the product and the manufacturer specified shall make the contract null and void.

2.5 DELIVERY The Contractor shall make product deliveries for a two-year period starting January 1, 2021 and ending December 31, 2022. Deliveries may be received by the Owner only between the hours of 7 a.m. to 10 a.m. on Mondays through Fridays, unless otherwise requested or approved by TNSA.

All materials shall be delivered to the Owner within 48 hours upon the Owner's request during the 2021 and 2022 years and shall be in the minimum quantity of 2,500 gallons. Each delivery may be apportioned among the various pump stations as determined by TNSA. Metered delivery tickets shall be provided showing the actual gallonage delivered at each site.

All material shall be delivered to the Owner within 48 hours upon the Owner's request during the 2021 and 2022 calendar years. If the contractor is unable to deliver within 48 hours of request, the Owner has the right to call another contractor who can deliver within 48 hours and any and all charges above the contracted price will be borne by the awarded contractor.

Emergency deliveries shall be accommodated within a 24-hour period upon the Owner's request. If the contractor is unable to deliver within 24 hours of request, the Owner has the right to call another contractor who can deliver within 24 hours and any and all charges above the contracted price will be borne by the awarded contractor.

The contractor shall furnish all hoses, fittings and any other necessary equipment to unload the Hydrogen Sulfide Control Chemical from the delivery trucks. Delivery men shall be required to exercise due care and take proper precautions to prevent spilling or leaking of the product from hoses and overfilling of tanks. Drivers must utilize proper Personal Protective Equipment (PPE) and have emergency stop procedures in-place to deliver the material safely.

All delivery trucks will be in a safe operating condition for loading and unloading of all materials delivered and shall be constructed and operated in such a manner that they shall not spill or drip any liquid product onto any street surface. The contractor shall be held

liable for any fines resulting from spills as a result of the contractor's performance under this contract.

The contractor shall be held liable by the Owner for any damage to the Owner's property or facilities arising as a result of the contractor's performance under this contract.

The contractor is liable for adhering to any regulations and procuring permits as needed under the Department of Transportation of the State of New Jersey or any other regulatory agencies under the State of New Jersey laws for transporting and delivering of said chemical.

Each delivery shall be accompanied by a delivery ticket and shall be signed by a representative of the Authority and any Right-To-Know Act data on the chemical shall be provided as required.

2.6 INDEMINIFICATION FOR PATENT INFRINGEMENT The Township of Neptune Sewerage Authority is aware that a patent exists (USRE 36651) on the use of nitrate solutions for odor control in wastewater. Bidders should contact the holder of any patent on materials or processes to ensure that the bidder has the right to furnish these items and shall include in their proposal any and all cost for royalties and licensing fees or other premiums that may be required for the application of a nitrate solution for odor control in the TNSA system.

Prior to award of the Bid, the Township of Neptune Sewerage Authority may, at its sole discretion, require the successful bidder to supply a letter which specifically indemnifies the Authority against any claims involving USRE 36651 and USRE 37181.

The Bidder, if awarded the Contract, agrees to protect, defend and save harmless the Authority, Engineer, its Agents, servants, employees and assignees against any damage for payment for the use of any patented material process, articles or devices that may enter into the manufacturer, construction, or form a part of the work covered by either order or contract, and it further agrees to indemnify and save harmless the Authority, Engineer, its agents, servants, employees and assignees from lawsuits or actions of every nature and description brought against it, for parties by, or from any of the acts of the successful bidder, its servants or agent.

2.7 TESTING The Supplier shall provide routine testing and optimization services at each site. This testing shall be performed at least once every four (4) weeks. The testing shall include both liquid phase and vapor phase monitoring. The data collected shall include the following:

- Dissolved Hydrogen Sulfide
- Atmospheric Hydrogen Sulfide (monitors with data logging capabilities)
- pH
- Wastewater Temperature
- Nitrate Residual

The Supplier shall be responsible for optimizing the feed rates to meet the treatment goals established by the Authority.

A report summarizing all data and feed rates shall be provided to the Authority's Superintendent on a monthly basis.

2.8 ROUTINE AND EMERGENCY TELEPHONE NUMBERS The contractor shall provide the Owner with the names and telephone numbers of individuals to contact for services. The contractor shall also furnish the Owner with a name and cell phone number to call on a 24 hour basis for emergency services.

2.9 PROCEDURE FOR SUBMITTING INVOICES The quantity of product for which payment will be made will be the actual number of gallons delivered to the Owner. The quantity shall be measured in accordance with the metered delivery ticket provided with each delivery. The contractor shall provide independent certification of meter accuracy, if required by TNSA.

The contractor shall provide the following information with all claims for payment:

1. Date, time and quantity of materials delivered.
2. Copy of delivery ticket with signature of Authority representative.
3. All claims must be accompanied by a **vendor signed TNSA voucher**.

Payment for furnishing or performing work, or both, will be made monthly.

The contractor shall include in the bid price all labor, material, equipment, freight, shipping and all that is necessary and incidental thereto.

3.0 BID FORM

BID FORM

**FURNISHING AND DELIVERING OF HYDROGEN SULFIDE CONTROL
CHEMICAL FOR THE 2021 & 2022 CALENDAR YEARS**

TO: Township of Neptune Sewerage Authority
Attn: Executive Director
634 Old Corlies Avenue
Neptune, New Jersey 07753

Pursuant to and in compliance with the general information, specifications, and notice to bidders for bids to be received on Wednesday, August 19, 2020 at 10:00 a.m. (prevailing time), the undersigned offers to provide to the Township of Neptune Sewerage Authority the items and services listed thereon:

3.1

PROPOSAL

Year 1 (2021)

Description	Quantity	Unit Price per Gallon	Amount
Hydrogen Sulfide Control Chemical	Approx. 100,000 Gallons	\$	\$

**The bidder is to include all labor, material, freight, handling and shipping or other charges in the bid price*

* _____
(Write Total Lump Sum Price for Year One)

Year 2 (2022)

Description	Quantity	Unit Price per Gallon	Amount
Hydrogen Sulfide Control Chemical	Approx. 100,000 Gallons	\$	\$

**The bidder is to include all labor, material, freight, handling and shipping or other charges in the bid price*

* _____
(Write Total Lump Sum Price for Year Two)

GRAND TOTAL AMOUNT OF PROPOSAL FOR FURNISHING AND DELIVERING OF HYDROGEN SULFIDE CONTROL CHEMICAL FOR YEAR 1 AND YEAR 2

(sum of year 1 and year 2)

\$ _____

(Write Grand Total Amount of Proposal for Furnishing and Delivering of Hydrogen Sulfide Control Chemical)

Bid and Performance Guarantee shall be based on this Total Amount

**The bidder is to include all labor, material, freight, handling and shipping or other charges in the bid price*

The undersigned hereby declares that he/she has carefully read and fully understands the specifications for Hydrogen Sulfide Control Chemical for the 2021 & 2022 Calendar Years and further certify that the bid hereon, and information attached hereto, is within full compliance of said specifications.

Authorizing Signature: _____ Date Signed: _____

Print Name and Title: _____

Bidder's Company Name: _____

Address: _____

Telephone Number: _____ Email: _____

4.0

BID SUBMISSION DOCUMENTS

4.1

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, is hereby held and firmly bound unto the Township of Neptune Sewerage Authority as Owner, in the Penal Sum of _____ (\$ _____) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____ 20____

The condition of the above obligation is such that whereas the Principal submitted to the Township of Neptune Sewerage Authority a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the Hydrogen Sulfide Control Chemical for the 2021 & 2022 Calendar Years.

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

BY: _____

Surety

BY: _____

Attorney-in-Fact

4.2

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

TOWNSHIP OF NEPTUNE SEWERAGE AUTHORITY

**Hydrogen Sulfide Control Chemical for the
2021 & 2022 Calendar Years**

Pursuant to N.J.S.A. 40A:11-23(c) and (d), 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.

Addendum Number/ Description	Dated	Acknowledge Receipt (initial)

No addenda were received

Acknowledgement by Bidder

Name of Bidder: _____

By Authorized Representative

Signature: _____

Print Name and Title: _____

Date: _____

4.3

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: Township of Neptune Sewerage Authority
(Owner)

Re: _____
(Contractor)

Hydrogen Sulfide Control Chemical for the 2021 & 2022 Calendar Years
(Bid Description)

This is to certify that the _____
(Surety Company)

will provide to the Township of Neptune Sewerage Authority a performance bond in the
(Owner)

full amount of the awarded contract in the event that said contractor is awarded a contract for the above bid.

(Contractor)

(Authorized Agent of Surety Company)

Date: _____

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN NEW JERSEY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

4.4

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____, of the City of _____ in the County of _____ and the State of _____ of full age, being duly sworn 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 to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in the 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 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)

(Signature)

(Print Name and Title)

Subscribed and sworn to before me
This day of , 2020

Notary Public State of _____

My Commission expires _____

Signature _____

Seal:

4.5

STATEMENT OF OWNERSHIP

(OWNERSHIP DISCLOSURE CERTIFICATION)

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

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Organization: _____

Address of Organization: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and subchapter s corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

- Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

- Submit here the links to the Websites (URLs) containing the last annual filings with the Federal Securities and Exchange Commission or the foreign equivalent.

AND

- Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me
this ____ day of _____, 2020.

(Affiant)

(Notary Public)

My Commission expires:

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

4.6

AFFIRMATIVE ACTION CERTIFICATE

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.

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 their Federal Letter of Affirmative Action Plan Approval.
- (b) A photocopy of their Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4.
- (c) A completed Affirmative Action Employee Information Report (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 bidder must submit 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 bidder 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 bidder 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.

Authorized Signer: _____ Date Signed: _____

Print Name and Title: _____

Bidder’s Company Name: _____

Address: _____

Telephone Number: _____ Email: _____

4.7

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bid Name: _____

Bidder Name: _____

PART 1: Certification

Bidders MUST COMPLETE Part 1 by Checking EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (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: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder 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.

Name of Bidder: _____

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

4.8

LISTING OF SUBCONTRACTORS

AS REQUIRED BY N.J.S.A. 40A:11-16

Plumbing and Gas Fitting Subcontractor: _____

HVAC Subcontractor: _____

Electrical Subcontractor: _____

Structural Steel Subcontractor: _____

- **Indicate “Not Applicable” for trades not required for this project.**
- **Submit Bidders name when bidder’s employees will be performing the above work.**

Authorized Signer: _____ Date Signed: _____

Print Name and Title: _____

Bidder’s Company Name: _____

Address: _____

Telephone Number: _____ Email: _____

4.9

VENDOR QUALIFICATIONS CERTIFICATION

In accordance with General Instructions to Bidders, Section 1.12 entitled "Vendor Qualifications, provide the following information:

Date of Organization of Company _____

EXPERIENCE

1. Number of year's organization has been in business under present business name _____.
2. How many years of experience in this type of work has the organization had _____.
3. What are the latest projects (within the past five years) the organization has completed. List below:

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____
E.	_____	_____	_____

Names, addresses and telephone numbers of references for items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	_____	_____
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

4. Have you ever failed to complete any work awarded to you within the last ten years? _____. If so, where and why? _____

List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

The undersigned hereby certifies the bidder making this bid is not on the State of New Jersey list of Debarred, Suspended, or Disqualified Bidders. Bidder further certifies they have available resources, equipment, experience and capability to undertake and perform the work described in this specification.

Name of Bidder: _____

By Authorized Representative: _____

Original Signature: _____

Print Name and Title: _____

Date: _____

4.10

AFFIRMATIVE ACTION REGULATIONS

(N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27)

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS**

During the performance of this Contract, the Contractor agrees as follows:

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, 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, sex, affectional or sexual orientation. 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 advertisement 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, sex, affectional or sexual orientation.

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 contract officer advising the labor union of worker's 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. supplemented from time to time and the American with Disabilities Act.

The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by 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 agree to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation 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 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.

The Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The Contractor or Subcontractor shall submit to the public agency, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The Contract or 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.**

Submitted By

Firm Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

4.11

EQUIPMENT OWNED AND/OR LEASED

<u>Equipment</u>	<u>Make & Model</u>	<u>Specify if Owned or Leased</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signer: _____ Date Signed: _____

Print Name and Title: _____

Bidder's Company Name: _____

Address: _____

Telephone Number: _____ Email: _____

4.12

APPLICATION FOR ACCEPTANCE OF SUBSTITUTE

EQUIPMENT AND/OR MATERIAL

As per page 10, 1.15 of the General Instructions to Bidders entitled “Equipment Specified”, I hereby submit the following material and/or equipment for approval as a substitute:

In connection with this submittal, I/we hereby represent, warrant and certify that the substitute material and/or equipment will adequately perform the functions required by the product/service specified, will be similar and of equal substance to that specified and will be suited to the same use and be capable of performing the same functions as the specified material and/or equipment with no substantial increase in operational and maintenance costs.

In addition, I/we hereby represent that any license fee or royalty required on the material and/or equipment intended for incorporation, or use in, or connection with the product or service specified has been paid. The material and/or equipment are the equivalent in all respects to the specified material and/or equipment except as follows:

I/we further warrant that if the substitutes are accepted, no major changes in the function or general design of the product or service specified will result. All incidental changes or extra component parts required to accommodate the substitute will be made without a change in the contract price or contract time.

Submitted this day of

(Bidder Signature)

(Attest)

4.13

PRODUCT SUBSTITUTIONS

In accordance with Section 2.4 entitled “Product Substitutions” of the Technical Specifications, the following is a listing of five (5) references where the proposed product has been in use for a period of at least five years:

The Bidder certifies the following information:

Name _____

Address _____

Person in Charge _____

Telephone No. _____

Name _____

Address _____

Person in Charge _____

Telephone No. _____

Name _____

Address _____

Person in Charge _____

Telephone No. _____

Name _____

Address _____

Person in Charge _____

Telephone No. _____

4.13

PRODUCT SUBSTITUTIONS

In accordance with Section 2.4 entitled “Product Substitutions” of the Technical Specifications, the following is a listing of five (5) references where the proposed product has been in use for a period of at least five years:

The Bidder certifies the following information:

Name _____

Address _____

Person in Charge _____

Telephone No. _____

Authorized Signer: _____ Date Signed: _____

Print Name and Title: _____

Bidder’s Company Name: _____

Address: _____

Telephone Number: _____ Email: _____

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

I/we _____ and the Township of Neptune Sewerage Authority, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") 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 claims 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 proceedings 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.

Authorized Signer: _____ Date Signed: _____

Print Name and Title: _____

Bidder's Company Name: _____

Address: _____

Telephone Number: _____ Email: _____

4.15

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

Prior to contract award or authorization, the contractor shall provide the Authority with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide to the Authority prior to the time a contract is awarded or authorized.

During the course of contract performance:

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

Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers and the proof of business registration or attest that no subcontractors were used.

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

Authorized Signer: _____ Date Signed: _____

Print Name and Title: _____

Bidder's Company Name: _____

Address: _____

Telephone Number: _____ Email: _____

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF NEPTUNE SEWERAGE AUTHORITY

Check if Required	Submission Requirement	Initial Each Item Submitted with Bid
X	Ownership Disclosure Certification	
X	Non-Collusion Affidavit	
X	Bid Proposal Form	
X	Bid Guarantee (with Power of Attorney)	
X	Consent of Surety for Performance Bond (with Power of Attorney)	
	<i>Evidence of Affirmative Action Compliance*</i>	
	<i>Proof of Business Registration (BRC)*</i>	
X	Acknowledgement of Receipt of Revisions or Addenda	
X	Disclosure of Investment Activities in Iran	
X	Vendor Qualifications Certification	
X	Equipment Certification	
X	Public Works Contractor Registration Certificate	
X	Subcontractor Listing	

**Statutorily allowed to be provided with bid OR prior to execution of contract*

Authorized Signer: _____ Date Signed: _____

Print Name and Title: _____

Bidder's Company Name: _____

Address: _____

Telephone Number: _____ Email: _____