

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by **Coleen Weber** for the Western Monmouth Utilities Authority, County of Monmouth, State of New Jersey, on **Wednesday, January 17, 2024, at times listed below**, at the Authority's Administration Building located at 103 Pension Road, in Manalapan Township, NJ 07726, phone (732) 446-9300, at which time and place bids will be opened and read in public for:

9:15 am – Extra Ordinary Maintenance & Repair Contract

Specifications, Instructions to Bidders and Proposal Forms may be inspected at the Western Monmouth Utilities Authority during regular business hours. Bidders may purchase the bid package for a non-refundable charge of \$20.00 to defray the cost thereof, or may download the bid documents, at no charge, from the Authority's website: www.wmuanj.org Bids shall be made on the proposal form provided in the manner designated therein and required by the specifications. All bids must be submitted in a sealed envelope and clearly marked "BID" along with the project name. If the bid is sent by Express Mail - the Express Company envelope must be marked "BID" along with project name.

Bidders are required to comply with the current requirements of N.J.S.A. 10:5-31 et. seq. P.L. 1975, c.127 (Affirmative Action); N.J.S.A. 52:25-24.2 P.L. 1977, c.33 (Disclosure of Ownership) and N.J.S.A. 52:32-44 P.L. 1999, c. 39, as amended by P.L. 2004, c. 57, (NJ Contractor Business Registration Act).

Coleen Weber
Director of Finance & Administration

TABLE OF CONTENTS

BID DOCUMENT CHECKLIST	1
MANDATORY AFFIRMATIVE ACTION LANGUAGE.....	2
AMERICANS WITH DISABILITIES ACT OF 1990.....	3
I SUBMISSION OF BIDS.....	4
II BID SECURITY AND BONDING REQUIREMENTS.....	5
III INTERPRETATION AND ADDENDA.....	7
IV BRAND NAMES,STANDARDS OF QUALITY AND PERFORMANCE.....	8
V INSURANCE AND INDEMNIFICATION	9
VI. PRICING INFORMATION FOR PREPARATION OF BIDS	10
VII. STATUTORY AND OTHER REQUIRMENTS.....	10
VIII. METHODS OF AWARD.....	14
IX. CAUSES FOR REJECTION OF BIDS.....	15
X. TERMINATION OF CONTRACT	15
XI. VENDOR PAYMENT	16
NON-COLLUSION AFFIDAVIT.....	18
STATEMENT OF OWNERSHIP DISCLOSURE.....	19
AFFIRMATIVE ACTION REGULATIONS.....	21
RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES	22
TECHNICAL SPECIFICATIONS.....	25
PROPOSAL FORM.....	

BID DOCUMENT CHECKLIST
WESTERN MONMOUTH UTILITIES AUTHORITY

*REQUIRED
BY WMUA*

*READ, SIGNED
& SUBMITTED*

- BID PROPOSAL FORM
- NON-COLLUSION AFFIDAVIT
- STOCKHOLDER DISCLOSURE CERTIFICATION
- PUBLIC WORKS CONTRACTOR APPLICATION OR CERTIFICATE
- CONSENT OF SURETY
- EQUIPMENT CERTIFICATION
- FORM OF GUARANTEE
- BUSINESS REGISTRATION CERTIFICATE and W9 FORM
- PHOTOCOPIES OF REQUIRED LICENSES /CERTIFICATIONS

REVIEWED

- MANDATORY AFFIRMATIVE ACTION LANGUAGE
- AMERICANS WITH DISABILITIES ACT OF 1990
- PREVAILING WAGE

NOTE: This form is provided for bidder's use in assuring compliance with all required documentation and is REQUIRED to be submitted.

EXHIBIT A
P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

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 race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. 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 race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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 race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality;

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended from time to time.

The contractor or subcontractor agrees 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 race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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 race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality, 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 shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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

The contractor and its subcontractors shall furnish such reports or other documents to the 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 & EEO for conducting a compliance investigation pursuant to Subchapter 10 or the Administrative Code (NJAC 17:27.)

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

The CONTRACTOR and the WMUA do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. 512 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the WMUA 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 WMUA in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the WMUA, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or proceedings incurred in connection therewith. In any and all complaints brought pursuant to the WMUA grievance procedure, the CONTRACTOR agrees to abide by any decision of the WMUA which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the WMUA or if the WMUA 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 WMUA 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 proceedings is brought against the WMUA or any of its agents, servants, and employees, the WMUA shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the WMUA or its representatives.

It is expressly agreed and understood that any approval by the WMUA 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 WMUA pursuant to this paragraph.

It is further agreed and understood that the WMUA 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 WMUA from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

INSTRUCTIONS TO BIDDERS:

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the Western Monmouth Utilities Authority, hereinafter referred to as "WMUA" in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the WMUA, (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 and/or bid # being bid.
- D. It is the bidder's responsibility to see that bids are presented to the WMUA on the hour and at the place designated. Bids may be hand delivered or mailed; however, the WMUA disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in Section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the WMUA before the time of the 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 principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. 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 WMUA. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person responsible for signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax and email if available, and contact person of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed

by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

- H. Bidder should be aware of the requirements of N.J.S.A. 2C: 21-33, et seq. which governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities, and gifts; and conflict of interest. Please consult the statutes for further information.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the WMUA. When submitting a Bid Bond, it shall contain a Power of Attorney for the full amount of the Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the WMUA. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the current contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A: 11-21 and N.J.S.A. 18A: 18A-24.

Failure to submit this shall be cause for rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with a Power of Attorney for the full amount of the bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the WMUA stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any

combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A: 11-22 and N.J.S.A.18A: 18A-25.

Failure to submit this shall be cause for rejection of the bid.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A: 11-22 and 18A: 18A-25.

D. LABOR AND MATERIAL (PAYMENT) BOND

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit this with the performance bond shall be cause for declaring the contract null and void.

MAINTENANCE BOND

Upon acceptance of the work by the WMUA, the bidder shall submit a maintenance bond (N.J.S.A. 40A: 11-16.3) in an amount not to exceed 100% guaranteeing against defective quality of work or materials for the period of:

1 year

2 years

MAINTENANCE BOND IN THE AMOUNT OF _____% IS REQUIRED.

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 and any maintenance bonds required have been executed and approved by the WMUA.

The surety on such bond or bonds shall be duly authorized by a surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the WMUA. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, error or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Pursuant to N.J.S.A. 40A:11-13 and N.J.S.A. 18A:18A-5, challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract. In the event the bidder fails to notify the WMUA of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods or services will be made to any bidder. Such request shall be in writing, addressed to the WMUA'S representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bids for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become a part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The WMUA'S interpretations or corrections thereof shall be final.

Five (5) days (Saturday, Sunday and Holidays accepted) in accordance with N.J.S.A. 40A: 11-23 and N.J.S.A.18A: 18A-21 **applies to goods and services. See statute for construction and municipal solid waste requirements.**

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 WMUA of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the public notice, attendance at the Pre-Bid Conference is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered, as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. A vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The WMUA reserves the right to evaluate the equivalency of the goods and services and upon satisfaction to the WMUA, may approve them.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent, copyright or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging infringement, and will save the WMUA harmless from any damages resulting from infringement.
- E. Only manufactured farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A: 11-18 and N.J.S.A. 18A: 18A-20.
- F. Wherever practical and economical to the WMUA, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- G. The Bidder shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the bidder. The bidder will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by a (X) may include but are not limited to the following coverage.

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract in accordance with the applicable statute.

2. General Liability Insurance

This insurance shall have limits of not less than \$500,000.00 any one person and \$500,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.

3. Automobile Liability Insurance

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.

B. Certificates of the Required Insurance

Required Certificates of insurance as listed above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the WMUA as an additional insured, as well as agree and undertake to indemnify and save harmless the WMUA and the WMUA's respective employees and agents in all manners pertaining to the Contract.

Self-insured contractors shall submit an affidavit attesting to their self insured coverage's and shall name the WMUA as an additional insured as well as agree and undertake to indemnify and save harmless the WMUA and the WMUA's respective employees and agents in all manners pertaining to the Contract.

C. Indemnification

Successful bidder shall indemnify and hold harmless the WMUA and the WMUA's respective employees and agents from all claims, suits or actions and

damages or costs of every name and description to which the WMUA may be subjected or put by reason of injury to the person or property of another, or the property of the WMUA, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The WMUA is exempt from any local, state or federal sales use or excise tax.
- B. Estimated Quantities (Open-End Contracts)

The WMUA has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and N.J.A.C. 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the WMUA. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following provisions indicated by an (X) shall be applicable to this bid and be made a part of the bidding documents:

~~A. Mandatory Affirmative Action Certification~~

No firm may be issued a contract unless it complies with the affirmative action regulation of N.J.A.C. 17-27-1.1 et seq.

1. Procurement, Professional and Service Contracts

All successful bidders must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the Vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. Maintenance/Construction Contracts

All successful vendors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201-available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

~~B. Americans 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 part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the OWNER harmless.

~~C. New Jersey Business Registration for Contractors with Government Agencies Act~~

Effective September 1, 2004, business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue, according to N.J.S.A. 52:32-44 et seq.

There is no cost for this registration and it can be done on line at www.nj.gov/treasury/revenue/taxreg.htm. You will receive a certificate

indicating your registration. A copy of the registration certificate must be submitted with the bid documents.

D. Prevailing Wage Act

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the WMUA within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors's certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1. It will be the contractor's responsibility to obtain additional copies of the certified payroll form to be submitted by the contacting the Office of Administrative Law, P.O. Box 049, Trenton, NJ 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

E. The Public Works Contractor Registration Act

No contractor/subcontractor is permitted to bid or engage in any contract for public work (N.J.S.A. 34:11-56.26) unless that contractor/subcontractor is registered with the New Jersey Department of Labor. A copy of the certificate or the application shall be submitted with the bid.

"Contractor" is defined as "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the "New Jersey Prevailing Wage Act", "for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein". (N.J.S.A. 34:11-56.48, et seq.)

F. Stockholder Disclosure

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, there is submitted 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. Form of Statement shall be completed and attached to the bid proposal.

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

G. The New Jersey Worker and Community Right To Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) hazardous substance fact sheet- must be furnished. N.J.S.A. 34:5A-1 et seq.

H. Non-Collusion Affidavit

The Affidavit shall be properly executed and submitted with the bid proposal.

I. Pay-to-Play Compliance

If the value of the Contract is over \$17,500, the New Jersey Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq., must be complied with. Under New Jersey's Pay-to- Play Law, Contracts can be awarded either through a "fair and open" process or a non "fair and open" process, both of which have their own Pay-to Play requirements.

If the Contract is awarded through a "fair and open" process, the process shall include, at minimum:

- (a) Public advertisement, and
- (b) Award under "a process that provides for public solicitation of proposals or qualifications," and
- (c) Established on the basis of an award and disclosure process documented in writing prior to any solicitation, and
- (d) Publicly opened and announced when awarded.

Contractors who have received \$50,000 or more through government contracts in a calendar year must file an annual disclosure statement (Form BE) electronically with the Election Law Enforcement Commission to report contract information and reportable contributions it has made whether the Contract was awarded in a "fair and open" process or not.

If the Contract is awarded through a non "fair and open" process, the Contractor shall submit a Political Contribution Disclosure form and a Business Entity Disclosure Certification form to the WMUA ten (10) days in advance of the Contract Award date. If the WMUA determines that the Contractor made

reportable contributions to: (i) any municipal committee of a political party if a member of that party is in office as a member of the governing body of the county or municipality when the contract is awarded, and /or (ii) any candidate committee of a person serving in an elected position of the county of municipality, in the one year preceding the award of the Contract, the WMUA will be prohibited from awarding such Contract to the Contractor. In addition, a CONTRACTOR receiving a Contract under a non "fair and open" process is barred from making a reportable contribution during the term of the Contract.

J. W-9 Form

Vendor shall provide completed IRS form W-9 with bid package.

VIII. METHODS OF AWARD

A. The length of the contract shall be stated in the technical specifications, pursuant to N.J.S.A. 40A: 11-15 and 18A: 18A-42.

Pursuant to regulatory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder, submitting the lowest base bid.

C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

D. The WMUA may also elect to award the contract on the basis of unit prices.

E. Government entities are not private business/consumer clients; therefore, separate company contracts are not honored and will not be executed. Terms of the specifications/bid package prevail. Bids must be formally accepted by the WMUA.

F. In the event that bid proposals submitted by two or more bidders are deemed to be tied, the WMUA shall award the contract based on a review of the following factors listed in order of priority:

- 1) History of vendor performance, as evidenced by the WMUA's vendor performance database;
 - 2) A usable cash-or-volume based discount that renders one bid more favorably priced;
 - 3) Delivery advantage, specially shorter time frames for delivery and/or closer proximity to the point of delivery;
- and

- 4) Proximity to the WMUA.
- 5) If a decision cannot be reached utilizing the above, a coin will be tossed.

IX. CAUSES FOR REJECTION OF BIDS

A. All bids may be rejected pursuant to N.J.S.A. 40A: 11-13.2 and N.J.S.A. 18A: 18A-22.

B. Multiple Bids are NOT ALLOWED.

More than one bid from an individual or partnership, or association under the same names shall not be considered.

C. Bids which are obviously unbalanced may be rejected.

D. Prior Negative Experience pursuant to N.J.S.A. 40A: 11-4-b and N.J.S.A. 18A: 18A-4-b.

E. Contract Execution

Should the successful bidder, fail to enter into a contract within 21 days, Sundays and holidays excepted, the WMUA may then, at its option, accept the bid of the next lowest responsible bidder. N.J.S.A. 40A: 11-24b and N.J.S.A. 18A: 18A-36b.

X. TERMINATION OF CONTRACT

A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or any obligations mandated by the WMUA, such failure shall be deemed a violation of the contract, and the WMUA shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the WMUA of any obligation for balances to the contractor of any sum or sums set forth in the contract. WMUA will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the WMUA for damages sustained by the WMUA by virtue of any breach of the contract by the contractor and the WMUA may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the WMUA from the contractor is determined.

C. The contractor agrees to indemnify and hold the WMUA and WMUA's respective employees and agents harmless from any liability to

subcontractor/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the WMUA under this provision.

- D. In case of default by the contractor, the WMUA may procure the goods or service from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the Authority's fiscal year which ends on January 31st is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the WMUA reserves the right to cancel this contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract/. Any change shall be approved by the WMUA.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the WMUA.
- H. The WMUA may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. VENDOR PAYMENT

- A. No payment will be made unless duly authorized by the WMUA's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the WMUA's policy and procedures and the new Jersey Prompt Payment of Contracts Law, N.J.S.A. 2A:30A-1 et seq.

The WMUA will, after receipt of each payment estimate, make a clear determination as to whether the CONTRACTOR completed work. Subsequently, the WMUA shall approve or reject any and all of the payment estimates. If the WMUA wishes to dispute a payment estimate, the WMUA shall provide prompt and timely notice to the CONTRACTOR as to why any and all of the payment estimate was rejected and what is necessary to cure any and all defects. The WMUA shall pay to the CONTRACTOR any undisputed portions and all approved payment estimates within thirty (30) days of the WMUA's approval.

C. The quantity for which payment will be made shall be the hours of use for the equipment and any required personnel from the time the equipment and/or personnel leave the Contractor's facility to the time the equipment and/or personnel return to the Contractor's facility. **However, the maximum time WMUA will compensate for travel time is 60 minutes per vehicle per day.**

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

COUNTY OF)

ss:

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 execute 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 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 Western Monmouth Utilities Authority of Monmouth County relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said 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)

(N.J.S.A. 52:34-15)

Subscribed and sworn before me this _____ day of _____, 20__

(Also type or print name of affiant under signature)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES:

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent 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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- 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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

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

AFFIRMATIVE ACTION REGULATIONS

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the appropriate authority:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (valid for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA-201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned certifies that the vendor is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

Note: A vendor's bid must be rejected as non-responsive if the vendor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 **Western Monmouth Utilities Authority** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Western Monmouth Utilities Authority to notify the Western Monmouth Utilities Authority in writing of any changes to the answers of information contained herein.*

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. 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 Western Monmouth Utilities Authority and that the Western Monmouth Utilities Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

TECHNICAL SPECIFICATIONS
EXTRAORDINARY MAINTENANCE AND REPAIRS

I. LABOR

A. GENERAL

Under this item the Contractor shall provide the services of fully qualified service representatives for a program of extraordinary maintenance and repair (normal, preventive and emergency) as required by and upon proper authorization by the Western Monmouth Utilities Authority. All wages are subject to **Prevailing Wage**.

The Contractor shall have an in-house mechanical engineer as well as an in-house electrician available. **Copies of said licenses must be included with bid proposal or we will not accept bid.**

The Authority is also requesting the contractor have the ability to furnish a 14-ton Boom Truck/ Crane with 2 licensed operators, as needed.

B. ITEMS INCLUDED

Items of work which constitute labor – **unscheduled service** includes but is not limited to the following:

- (a) Repairs
- (b) emergency service/repairs
- (c) specific customer request including system modifications
- (d) any labor item such as the maintenance or repair of the air piping of pneumatic systems, installation of additional equipment, relocation or modification of existing equipment to suit new application requirements, removal or reinstallation of valve or meter bodies, piping, etc. repair of damage or loss from fire, flood, explosion, lighting theft, malicious damage or other perils ordinarily insured.
- (e) Travel time: Paid – 60-minute allowance

C. QUALIFICATIONS

The Contractor shall have experience in the construction of at least three sewage treatment plants and shall so indicate in the bidder's qualification form enclosed herein the names of those facilities constructed.

The contractor shall only use mechanics with at least five years experience in construction maintenance and repair in the execution of any work associated therewith of treatment plant or pumping station facilities

D. WORKMANSHIP

All work shall be performed in a neat and workmanlike manner and shall be subject to the inspection by and approval of the Engineer.

E. QUANTITIES AND PAYMENT

Quantities shall be limited to the actual time spent at the job site. The contractor agrees to accept full compensation for all work, which the Authority orders to be performed on the unit prices bid as bid in the Proposal. Said unit price shall include payment for labor, insurance, tools, overhead, profit, travel time, Welfare and Pension Fund (if any) and all other item's necessary therefore or incidental thereto.

In submitting his invoices for the above expenses, the Contractor shall furnish a certified breakdown of all items of cost, and any other evidence of it required by the Engineer.

The contractor shall at the end of each day, furnish to the Authority representative, daily time slips, showing the name and number of each working man employed on the work, the number of hours which he is employed thereon, the character of his duties.

Said job ticket shall be furnished in duplicate and countersigned by an authority representative with an original ticket being retained by the Authority. The contractor shall furnish duplicate tickets with his Voucher in his request for payment, and said request for payment shall include all other items of cost as associated with and arising out of work, including profit and overhead and travel allowance.

No payment shall be made for any service rendered without a job ticket duly signed by an authorized Authority representative.

II. EXPENSES

A. GENERAL

During the progress of the work, the contractor may incur out-of-pocket expenses associated with the execution of the contract. Said expenses will be paid under this item.

B. ITEMS INCLUDED

The following items shall be permitted to be paid under the Bid Proposal item:

- a. Equipment Manufacturer's representative---when deemed necessary by the Authority, an Equipment Manufacturer's Representative may be required to be present during the performance of the contract. The services of said Representative, including mileage, substance and board, shall be reimbursed.
- b. Subcontract work---where subcontract work specialized is required and properly requested and authorized by the Authority, same shall be reimbursed.

C. QUANTITIES AND PAYMENT

Items shall be limited to out-of-pocket expenses as required by the Contract and as properly authorized by an Authority representative. Payment shall be on a cost plus percentage of cost basis, said percentage, including an overhead profit, and all else necessary therefore or incidental thereto.

In submitting his invoices for the above expenses, the Contractor shall furnish a certified breakdown of all items of cost, and any other evidence of same required by the Engineer.

The Contractor shall, at the end of each day, furnish to the Authority Representative, daily job tickets showing the amount of the expense, the nature of the expense, the name and address of each subcontractor or manufacturer, the name and address of each man employed on the work, and the nature of the work performed.

Said job ticket shall be furnished in duplicate and countersigned by an Authority representative, with the original ticket being retained by the Authority. The Contractor shall furnish duplicate tickets with his Voucher in his request for payment, and said request for payment shall include all other items of cost as associated with and arising out of the work, including profit and overhead.

III. MATERIALS

A. GENERAL

All materials used at the repair are to be paid by a cost-plus percentage of cost, said cost to be the manufacturer's cost to the contractor, as verified by invoices from the appropriate supply house.

All materials used in this work are to meet the approval of the Engineer or the Authority Engineer and shall conform to the appropriate governing codes.

The Contractor shall provide the Engineer, or representatives, with one copy each of all delivery slips for materials used in the repair.

All materials found defective during the progress of the work will be rejected by the Authority. All materials supplied shall be of American manufacture.

B. TRANSPORTATION OF MATERIALS

Care must be taken in handling the pipes and equipment as not to damage same. Any material found to have inherent defects upon delivery or to have been damaged in transportation will be rejected and returned, at the Contractor's expense.

C. QUANTITIES AND PAYMENT

Items shall be limited to materials as required by the contract, which becomes an integral part of the work and as properly authorized by an Authority representative. Payment shall be on a cost-plus percentage of cost basis, said percentage including all overhead profit and all else necessary therefore or incidental thereto.

In submitting his invoices for the above expenses, the Contractor shall furnish a certified breakdown of all items of cost, and any other evidence of same required by the Engineer.

The Contractor, shall at the end of each day, furnish to the Authority representative or Engineer, daily job tickets showing the amount and character of the materials furnished in the performance of the work, from whom they were purchased, and the amount to be paid thereto.

Said job ticket shall be furnished in duplicate and countersigned by an Authority representative, with the original ticket being retained by the Authority. The Contractor shall furnish duplicate tickets with his Voucher in his request for payment, and said request for payment shall include all other items of cost as associated with and arising out of the work, including profit and overhead.

The contractor agrees to accept as full compensation for all work, which the Authority orders to be performed on a cost-plus basis, payments as follows:

Materials: - Actual cost of all material used and incorporated into the permanent construction, including freight and delivery charges as shown on the original

receipted bills. For all materials not incorporated into the permanent construction but necessarily-involved in the performance of the work, the Contractor shall receive an amount equal to the actual cost of such materials when they are no longer required for the performance of the work. (Fuels and lubricants consumed by equipment shall be included in the Rental Costs of same.)

IV. EQUIPMENT RENTAL

A. GENERAL

The work required under this contract may require the Contractor to rent specialized equipment to perform said work in a satisfactory manner. The Contractor will be responsible for all equipment rented for the duration of the repair work and all insurance associated with same.

B. ITEMS EXCLUDED

There shall be no separate payment for mobilization/demobilization on travel time. All costs for same shall be included in the percentage of cost.

C. QUANTITIES AND PAYMENT

Items shall be limited to cost for equipment as required by the Contract and as properly authorized by an Authority representative. Payment shall be on a cost plus percentage of cost basis, said percentage including all overhead and profit, mobilization/demobilization, travel time, and all else necessary therefore or incidental thereto.

In submitting his invoices for the above expenses, the Contractor shall furnish a certified breakdown of all items of cost, and any other evidence of same required by the Engineer.

The contractor shall, at the end of each day, furnish to the Authority Representative or Engineer, daily job tickets, showing the equipment used in the performance of the work together with the rental claimed therefore.

Said job ticket shall be furnished in duplicate and countersigned by an Authority representative with the original ticket being retained by the Authority. The Contractor shall furnish duplicate tickets with his voucher in his request for payment and said request for payment shall include all other times of cost as associated with and arising out of the work including profit and overhead.

The Contractor agrees to accept as full compensation for all work which the Authority orders to be performed on a cost-plus basis, payments as follows:

1. Rental Value of Self-Owned Equipment

Rental values of all equipment, other than small tools, actually owned by the Contractor and used in the performance of the work limited to the period's that such equipment is actually required and engaged in the performance of the work. Rental values, based on either daily, weekly or monthly rates shall be determined in accordance with the recommendations set forth in the Compilation of Rental Rates for Construction Equipment, Current Edition, prepared by the Associated Equipment Distributors except that if and when no rate for any piece of equipment is set forth in said "compilation", the allowance therefore shall be a reasonable one conforming with rates established by local rental agencies of nationally known firms such as the "Hertz" and "Avis" rental systems. The actual cost of all lubricants, and electrical power consumed by the equipment while engaged in Cost-plus work shall be added to said rental values if not already included in the rates. (Operators' wages shall not be included in the cost of labor described above.)

Payments will be determined upon the number of hours each piece of equipment is in operation on the Project in any given Period of time as follows:

- When the total daily charges (based on an eight-hour day) equal or exceed the weekly rate (based on forty-hour week), the weekly rate will prevail: when the weekly charges, in any four-week period equal or exceed the monthly charges, the monthly rate will prevail.
- Daily rentals will be charged on any one-day, Monday thru Friday. Upon the completion of work ordered, the equipment costs will be reviewed and weekly rates will apply in all instances where the daily rates equal or exceed the weekly rate. In like manner, at the end of each four-week period, the monthly rate will be applied in all cases where the accumulated weekly rates equal or exceed the monthly rate. In determining the cost for a piece of equipment which has been used by the contractor on the Project for a longer time period than it has actually been used in Performance of extra work; then such cost shall be determined by proportioning the cost for the actual time the equipment has been engaged in the performance of the extra work, to the cost for the time period the contractor has used said equipment on the Project.
-

D. RENTAL COST OF RENTED EQUIPMENT

Rental costs of all equipment actually rented by the Contractor and used in the performance of the work, limited to the periods that such equipment is actually required and engaged in the performance of the work. Payment shall be determined as specified above for self-owned equipment.

**SPECIAL CONDITIONS
EXTRAORDINARY MAINTENANCE CONTRACT**

I. SCOPE OF WORK

A. GENERAL

The work proposed consists of providing extraordinary maintenance and repair (normal, preventive and/or emergency) as authorized by the Western Monmouth Utilities Authority. The majority of the work will be performed at the Pinebrook Wastewater Treatment Plant, with other work to be performed at the pumping stations and all related sanitary sewer facilities of the Western Monmouth Utilities Authority.

Upon notification that a repair is needed by the Authority, the contractor shall dispatch a representative to the site to determine manpower, machinery, and material required to complete the work. The Authority's representative at the repair site shall issue a work order to the contractor. The Contractor shall return a copy of the work order to the Authority with the estimate of men, machinery and material.

The Authority shall pay Prevailing Wage Rate for work performed. Should the employees/contractor work in several work categories, Prevailing Wage Rates will be broken down for each category, or, the Contractor profit margin shall take into consideration if the employee shall receive the higher pay rate of the categories. Should the employer pay above Prevailing Wage Rates, the differential should be included in profit and overhead for the purpose of the bid comparison.

All shop time shall be subject to review of costs with repairs prior to proceeding for approval by the Authority.

Contractor shall review staffing with the Authority for approval.

B. LOCATION

The Pinebrook Wastewater Treatment Plant of the Western Monmouth Utilities Authority is located off Pension and Pine Brook Roads in Manalapan Township, Monmouth County, New Jersey. Other facilities of the Western Monmouth Utilities Authority, including pump stations, are located throughout the Townships of Marlboro and Manalapan and the northwestern portion of Freehold Township.

C. LENGTH OF CONTRACT PERIOD AND EFFECTIVE DATE

The contractor shall keep the Unit Prices Bid fixed for the term of the contract, from the date of execution for a period of two year's thereafter. Furthermore, the contractor shall have all services available for the Authority's use during the contract period. The beginning and ending dates of the contract shall be **FEBRUARY 1, 2024 THRU JANUARY 31, 2026.**

D. CERTIFICATES REQUIRED

Each bidder shall furnish certificates, to be evidenced by copies of Bills of Sale or other instruments of ownership, contracts or leases for all facilities, equipment and land necessary to assure his ability to perform the requirements of this contract.

E. PERMITS AND LICENSES

The Contractor shall secure all permits and licenses necessary from all State and Federal Agencies to carry on the work of the contract at his own cost and expense. The Contractor shall give all notices necessary and incidental to the due and lawful prosecution of the project. All charges, fees and costs thereof shall be included in the price bid for the various items scheduled in the Proposal. (with no guarantee as to minimum quantities, if any)

F. WORKING HOURS AND DAYS

The services under this contract will be performed by the Contractor during normal working hours and normal working days. Should services be required at other times, such services would be furnished under Unscheduled Services-Overtime.

II. RESPONSE TIME

A. EMERGENCY

The Contractor shall provide a qualified representative on site, within twenty-four (24) hours after notification. Said representative shall inspect the facilities to be repaired and/or modified and shall prepare a written quotation of labor, equipment and materials required for same within forty-eight (48) hours after said inspection.

Upon proper authorization by the Authority, the Contractor shall have the necessary labor, materials, and equipment on site, prepared to properly execute the proposed item of work, within forty-eight (48) hours or such schedule as the Authority may deem to be in their best interest.

III. GENERAL

A. CONTRACTOR ASSUMES ABSOLUTE LIABILITY

The liability of the Contractor hereunder, for all injuries to persons or damages to persons or damages to property, is absolute, and is not dependent upon any question or negligence on his or its part or on the part of his or its agents, servants or employees, and neither the approval of the Engineer or the methods of doing work, nor the failure of the Engineer to call attention to improper or inadequate methods, nor neglect of the Engineer to direct the contractor to take any particular precautions, or to refrain from doing any particular thing, shall excuse the Contractor in any case of any such injury to persons or damages to property.

B. OTHER CONTRACTS/CONTRACTORS

The Authority maintains other service contracts for various components of their facilities. The Contractor shall cooperate with any and all other Contractors as employed by the Authority and shall coordinate their efforts and work as to provide the least effect on the operations of the Authority.

C. SCHEDULE COORDINATION

All work shall be coordinated by the Contractor through the Authority's Licensed Operator, Executive Director and Engineer. No work shall be scheduled and/or performed without proper coordination.

D. QUANTITIES

All quantities listed in the Proposal are indeterminate. Quantities have been assumed for the purpose of comparison of Bids. The Authority reserves the right to increase or decrease any or all quantities under each proposal item and to totally eliminate any or all quantities or Proposal items, as they deem necessary.

E. PAYMENT

No payment for any item will be made unless duly authorized by the Proper Authority representative and accompanied by proper documentation as to time slips, material invoices, quantities used, equipment used, etc., as substantiated by counter-signature or initials of an appropriate Authority representative

F. INSPECTION

In addition to appropriate Federal, State and/or Local Codes, the Contractor will be subject to inspection by the Authority Engineer and should be coordinated with the Engineers Office, with twenty-four-hour prior notification relative to routine service items.

Emergency services as required by the Authority will also be subject to inspection by the Engineer either during or upon completion of same.

G. TAX EXEMPTION

It should be understood that the Authority, as a governmental agency is exempt from Federal Excise Taxes and State Sales Taxes. Exemption certificates or exemption number will be furnished on all necessary purchases required.

No payment for any item shall contain any Federal or State Tax.

H. INDEMNIFICATION CLAUSE

Contractor shall hold harmless, indemnify and defend the OWNER and the Authority Engineer, their employees and agents from any and all liability claims, losses or damage arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the Owner or the Authority.

I. SAFETY

The Contractors and their employees shall comply with all Federal, State and Local safety requirements, such as OSHA Regulations and New Jersey Worker Right to Know Regulations.

The Contractor shall furnish copies of its Lock Out/Tag Out procedure and Confined Space Entry training programs to the Authority's Safety Coordinator after the award of the contract.

BID PROPOSAL

EXTRA ORDINARY MAINTENANCE AND REPAIRS

We the undersigned propose to furnish and deliver the above item/service pursuant to the bid specification and made part hereof:

\$ _____
(TWO-YEAR TOTAL – Item G)

COMPANY NAME

ADDRESS

ADDRESS

SIGNATURE OF AUTHORIZED AGENT

TYPE OR PRINT NAME OF AUTHORIZED AGENT

FEDERAL ID # OR SOCIAL SECURITY #

****TELEPHONE NUMBER*****FAX NUMBER****

E-MAIL ADDRESS

DATE

TERM OF CONTRACT: FEBRUARY 1, 2024 THRU JANUARY 31, 2026