

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Western Monmouth Utilities Authority, County of Monmouth, State of New Jersey, on **Wednesday, June 3rd, 2020, at 10:00 am**, at the Authority's Administration Building Parking Lot 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:

Magnesium Hydroxide Slurry

Specifications, Instructions to Bidders and Proposal Forms may be viewed and downloaded 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).

Katherine Leatherman
Chief Administrative Officer

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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

PHOTOCOPIES OF REQUIRED LICENSES

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 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 or 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:

STOCKHOLDER DISCLOSURE CERTIFICATION

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

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

Partnership

Corporation

Sole Proprietorship

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

THIS STATEMENT SHALL BE INCLUDED WITH
BID SUBMISSION

Subscribed and sworn before me

This ___ day of _____ 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant.)

(Corporate Seal)

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.

Technical Specifications

Magnesium Hydroxide

The Authority is soliciting proposals for the delivery of magnesium hydroxide slurry to the Pinebrook Treatment Plant to aid in the plant's nitrification process for pH and alkalinity control.

Weekly deliveries of up to 3,500 gallons will be required.

The Authority estimates using 200,000 gallons of Magnesium Hydroxide during the 12 month period.

Proposal Page
Magnesium Hydroxide

For bid purposes, the Authority estimates usage of 200,000 gallons of Magnesium Hydroxide during the 12 month period.

\$ _____

Cost Per Gallon

\$ _____

Total Cost (based on 200,000 gallons)

COMPANY NAME

ADDRESS

ADDRESS

SIGNATURE OF AUTHORIZED AGENT

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

EMAIL ADDRESS

Contract Period: June 2020 thru May 2021 with option to renew for additional one (1) year

NOTE: The estimated quantities as stated are to be used for common comparison of proposals received. There is **ABSOLUTELY NO GUARANTEE** that the actual quantities will correspond with the estimated quantities.