# *CUMBERLAND COUNTY UTILITIES AUTHORITY*

333 Water Street
BRIDGETON, NEW JERSEY 08302

**SERVICE SPECIFICATIONS FOR:**

*SUPPLY AND DELIVERY OF SODIUM BISULFITE*

**Bid Opening:** November 29, 2017 at 10:00 AM

**Specification:** 2018-*09*

# TABLE OF CONTENTS


| TITLE | PAGE |
|---|---|
| Advertisement and Notice to Bidders | 3 |
| General Instructions and Conditions | 4 – 11 |
| Technical Specifications | 12 – 13 |
| Sample Contract | 14 – 16 |
| Bid Check List | 17 - 18 |
| Addenda Acknowledgement | 19 |
| Bid Document Proposal Page | 20 |
| Corporate Disclosure Statement P.L. 2016, c. 43 | 21 – 25 |
| Affirmative Action Regulations P.L.1975. C 127 | 26 |
| Non-Collusion Certification | 27 - 28 |

**ADVERTISEMENT**
**AND NOTICE TO BIDDERS CUMBERLAND**
**COUNTY UTILITIES AUTHORITY NEW JERSEY**
**********

Sealed proposals for the Supply and Delivery of Sodium Bisulfite will be received, publicly opened and read aloud by the Cumberland County Utilities Authority, 333 Water Street, Bridgeton, New Jersey 08302, at the hour of 10:00 AM prevailing time, on Wednesday, November 29, 2017. Late bids will be returned unopened.

Bids shall be made on the bid forms provided and in the manner prescribed. They shall be enclosed in sealed envelopes bearing the legend:

**Bid For: Supply and Delivery of Sodium Bisulfite**
**Specification No. 2018-09**

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27).

The Cumberland County Utilities Authority reserves the right to waive any informality in any bid and to reject any or all bids as provided for in the instructions to bidders.

Bid specifications may be downloaded at www.ccua.info under Current Projects or may be obtained from the Cumberland County Utilities Authority, 333 Water Street, Bridgeton, New Jersey 08302, daily between 8:00 AM and 4:00 PM, or by mail upon telephone request by calling (856) 455-7120.

G. Steven Errickson
Director

CUMBERLAND COUNTY UTILITIES AUTHORITY
GENERAL INSTRUCTIONS AND CONDITIONS
*******

## 1. Bid Submission

Bids shall be submitted on the Bid Form supplied herewith. They shall be returned in sealed envelopes addressed to:

Cumberland County Utilities Authority
333 Water Street
Bridgeton, NJ 08302

The envelope shall be marked in the lower left quadrant:

**Bid For: Supply and Delivery of Sodium Bisulfite**
**Specification No. 2018-09**

The Authority accepts no liability for bids opened in error due to the absence of such notation.

## 2. Bid Security Required for this Bid: Yes ( ) No (X)

When required, a bid bond, cashier's check or certified check, payable to Cumberland County Utilities Authority, for 10 percent of the total amount of the bid (but not over $20,000.00) shall accompany each bid. It shall be subject to forfeit and retention by the Authority in lieu of other legal remedies should a successful bidder fail to execute a contract and provide a performance bond within ten (10) days after the Authority has tendered the contract.

## 3. Performance Bond Required for this Bid: Yes ( ) No (X)

When a Performance Bond is specified, bidders shall include with their bid a surety company's certificate that it will provide such a bond for 100% of the total bid amount if the bidder is awarded a contract.

The cost of the Performance Bond will not be paid as a separate item. The cost of the Performance Bond is to be included in the unit prices bid.

A successful bidder shall, when required, furnish such a Performance Bond in the total amount of the contract. Said bond shall be that of an approved company authorized to transact business in the State of New Jersey.

A successful bidder may substitute a cashier's check or certified check payable to Cumberland County Utilities Authority in lieu of a Bond.

## 4. Public Disclosure

No corporation or partnership may be awarded a contract for the performance of work or the Purchase of materials or supplies, unless it lists with its bid, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (N.J.S.A. 52: 25-24.2, PL 1977, Chapter 33).

Failure to supply this information shall be cause for disqualification of a bidder.

## 5. Interpretation of Specification

Should a discrepancy be discovered in the specification it must be brought, in writing, to the attention of the Cumberland County Utilities Authority, immediately.

All explanations, interpretations and instructions will be by written addenda, bulletin, etc., issued by the Cumberland County Utilities Authority to all bid holders.

## 6. Award

The Cumberland County Utilities Authority may award the contract to the lowest responsible bidder meeting all of the specifications and requirements of the bid, based upon the total lowest lump sum price.

Contract period shall be for Twenty-four (24) months, from January 1, 2018 to December 31, 2019. Contract may be extended an additional twenty-four (24) months, provided that all terms and conditions remain the same and are agreed to by CONTRACTOR and OWNER.

## 7. Qualification of Bidders

A Bid will be considered as evidence that the bidder has fully examined and understands the specifications.

It is understood that bidder making a bid must accept the terms and conditions contained within the specification.

## 8. Exceptions to Specifications

Exceptions, if any, to the bid specifications shall be noted on the Bid Form. If exceptions are taken, the bidder shall furnish documentation to substantiate equality with the items specified. The burden of proof shall

be on the vendor. The Cumberland County Utilities Authority or its designated representative shall be the sole judge as to the equality of items bid to the specifications.

## 9. Equivalents

The use of a manufacturer's brand name and/or model number in this specification is intended to be a guide for the minimum acceptable standard. Any bidder proposing items other than those stated shall state the brand name and/or model number of the items on the proposal page.

It shall be the bidder's responsibility to provide information to the Cumberland County Utilities Authority that the stated items are equal to or better than those required by this specification. Specification literature, fact sheets, etc. shall be part of the bidder's proposal to be reviewed. The Authority or its designated representative shall be the sole judge as to the equality of items bid to the specifications. Failure to adhere to this requirement may be cause for rejection of the bid.

## 10. Time For Making Award

The Cumberland County Utilities Authority shall make contract awards or reject all bids within sixty (60) days after the bid opening.

## 11. Indemnification

Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the Cumberland County Utilities Authority, its agents and employees, from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal, entered into between the Authority and the successful bidder, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnification shall automatically become effective.

## 12. Insurance

The bidder shall carry Public Liability Insurance and maintain the same in force during term of the Contract.

Contractor shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by Cumberland County Utilities Authority at the point of delivery, and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including “all risk” insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage and such other perils as Cumberland County Utilities deems appropriate

The bidder shall provide with the bid, a certificate of insurance providing for the coverage's indicated above. The successful bidder shall from time to time provide the Cumberland County Utilities Authority with such further assistance as may be requested to substantiate that such insurance is in full force and effect.

## 13. Prices

Carelessness in quoting prices or in preparation of bid otherwise will not relieve the bidder of the responsibility for the accuracy of the bid. Bid prices shall be F.O.B. destination and net, with all discounts deducted except the cash discount for prompt payment of invoice, if offered.

## 14. Withdrawal of Bid

A written request for the withdrawal of a bid will be granted if received by the Cumberland County Utilities Authority before any bid has been opened.

## 15. Taxes

The Cumberland County Utilities Authority is exempt from State Taxes.

## 16. Affirmative Action

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27. Following is the required regulatory text:

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested

by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

## 17. Americans With Disabilities Act
## Equal Opportunity For Individuals With Disabilities

The contract and the Cumberland County Utilities Authority, hereafter ("Owner") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and

subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## 18. Questions

Questions concerning this bid invitation may be directed to the Cumberland County Utilities Authority by calling (856) 455-7120.

## 19. Items Bid

No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types/products that will meet specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any item, all prices for said item shall be rejected.

## 20. Late or Lost Bids

The Cumberland County Utilities Authority accepts no liability for bids not opened due to lateness or being lost in transit.

The bidder should pay particular attention to the bid checklist attached as it lists the items that must be returned to the Cumberland County Utilities Authority to constitute a valid bid.

## 21. Codes and Regulations

The Services furnished as part of this bid shall meet all applicable regulatory requirements pertaining to this service, including but not limited to: Federal, State and Local Codes; and any applicable OSHA requirement.

This includes the current Motor Vehicle Inspection Regulations of the State of New Jersey

## 22. Owner's Rights

The Cumberland County Utilities Authority reserves the right to accept or reject any and all bids, or parts thereof, and to award this bid to the vendor that is determined to serve the best interests of the Cumberland County Utilities Authority.

## 23. Rejection of Bids

Any bid which is incomplete, obscure, conditioned or contains irregularities of any kind may be rejected. Alterations of any pages or erasures may be cause for rejection. A bid and bid bonds and surety which is not signed or properly signed and executed by the proper officers or officials of the proposer may be rejected. Failure to complete the specification detailed data pages may be cause for rejection.

## 24. Payments

Payment shall be made to the contractor after receipt of an invoice along with a properly executed voucher and upon inspection and acceptance of the materials by an authorized representative of the Cumberland County Utilities Authority. Payments are made by the Cumberland County Utilities Authority after the regular monthly meeting, held on the third Thursday. Invoice and signed voucher must be received by the Cumberland County Utilities Authority at least ten (10) days prior to that meeting.

## 25. Compliance with Regulations

The successful bidder will be required to comply with any and all disposal requirements of the Cumberland County Utilities Authority, and all federal, state and local laws, regulations and requirements pertaining to the performance of the work called for under this bid.

## 26. Quantities

It shall be understood and agreed that the quantities listed in the specifications and on the Proposal Page are estimates only and may increase or decrease in accordance with the actual requirements of the Cumberland County Utilities Authority.

## 28. Subcontractors

The use of subcontractors in the performance of any part of the contract is prohibited except by prior written acceptance and approval by the Cumberland County Utilities Authority. Any subcontractors anticipated to be utilized during the performance of the contract are to be identified at the time of proposal submission.

## 29. Business Registration

In compliance with New Jersey P.L. 2004, Chapter 57, the bids must contain a copy of the N.J. Business Registration Certificate. Failure to provide this proof of registration shall be reason for rejection of Bid.

# TECHNICAL SPECIFICATIONS

## 38% SODIUM BISULFITE (NaHs03) SOLUTION
## CAS # 7631-90-5

## I. General

The Sodium Bisulfite solution, of domestic manufacture, shall conform to the herein stipulated requirements and shall not contain less than 38% by weight. Contract period shall be from January 1, 2018 to December 31, 2019. Contract may be extended up to two (2) additional years, if terms and conditions remain the same and are agreeable to the vendor and C.C.U.A. Deliveries that do not meet the appropriate physical or chemical characteristics will require the supplier to replace the faulty NaHs03 solution and repair and /or clean any C.C.U.A. equipment as necessary. These repairs and/or replacement will be at the supplier's expense.

## II. The Physical and Chemical Characteristics

Shall conform to the following criteria:

**Physical Characteristics:**

| | |
|---|---|
| Physical State | Liquid |
| Appearance | Clear |
| Specific Gravity | 1.3 – 1.37 |
| Boiling Point | No information available |
| pH | 3 - 5 |
| Vapor Pressure | 78 mm Hg |
| Solubility in Water | Miscible in water |
| Color | Slight yellow |
| Odor | Sulfur dioxide |

## III. Delivery

The Sodium Bisulfite solution shall be delivered in bulk to the Cumberland County Utilities Authority, Cohansey River Basin Wastewater Treatment Plant, located at 333 Water Street, Bridgeton, New Jersey 08302. The contractor shall provide on- call delivery within 48 hours of notification. The deliveries of NaHs03 solution will be made with leak free hoses and fittings and will be accepted only between the hours of 7 a.m. and 2 p.m., Monday through Friday.

## IV. Quantity

Delivery of approximately 6,000 gallons annually or 12,000 gallons total is anticipated annually during the Contract period. The bidder understands that the stated annual quantities are approximate and are presented for bid comparison. It is understood that the Cumberland County Utilities Authority reserves the right to increase or decrease the quantity as specified. The unit price shall include all work, furnished material, equipment, labor, tools, and all apparatus necessary to complete the work specified. A current original Material Safety Data Sheet (MSDS) shall be supplied with the bid submission.

STANDARD FORM OF CONTRACT

Number 2014-

THIS AGREEMENT, made the ___ day of_____, 20 _____ by and between, the CUMBERLAND COUNTY UTILITIES AUTHORITY, with offices located at 333 Water Street, Bridgeton, New Jersey 08302 (hereinafter called "Authority"), party of the First Part;

And, (hereinafter called "Contractor"), party of the Second Part;

WITNESSETH:

For and in consideration of the services to be supplied by Contractor and payment hereinafter specified and agreed to be made by the Authority, the parties herein agree as follows:

1. The Contractor shall and will provide and furnish _____in accordance with proposal submitted on_____ said proposal being hereby incorporated into and made a part of this Contract, directed to the Cumberland County Utilities Authority.

2. All services received pursuant to this Contract are subject to the inspection and approval of the Authority, or its designated agent. In the event of an ambiguity in any part of proposal and whether the services comply with the proposal, the Authority's determination of the meaning of the proposal shall prevail. If it shall be necessary to provide additional specifications to clarify any ambiguity, such additional specifications will be furnished by Authority and the parties hereto agree to conform to and abide by the same insofar as same may be consistent with the purpose and intent of this contract.

3. Contractor is not and shall not be considered in any respect an agent of or for the Authority in the performance of this Contract but is expressly stated to be an independent contractor.

4. Contractor shall make payment of all proper charges for labor and materials incurred in the aforementioned work.

5. Each party agrees to indemnify the other party hereto, and save harmless the other party and its officers, official, agents, servants and employees against and from any and all claims, suits and costs of every kind, type or description, and any and all damages and liability to which they may be subjected, by reason of injury to the person or property of third parties resulting from or in any way arising out of the negligent performance or lack of performance of this Agreement by the indemnifying party and its agents, employees, affiliates, successors and/or assigns.

6. Contractor shall abide by and comply with all appropriate provisions of law applicable to the provisions of this contract and of the services agreed to be performed and the goods and materials to be supplied. This contract and all of its provisions shall be construed under the laws of the State of New Jersey.

7. For authorized services actually performed pursuant to this contract, Authority shall pay Contractor as set forth in Contractor's Proposal, the amount of _____, said payments to be made in the manner and upon conditions as set forth in the proposal, after inspection and acceptance by the Authority or its designated representative.

8. It is further mutually agreed between the parties hereto that no payment made under this contract shall be evidence of the faithful performance of this contract either wholly or in part by Contractor, and that no payment shall be construed to be an acceptance by Authority of defective work or improper goods or materials. Acceptance of final payment by Contractor for the labor performed or goods or materials supplied under this contract shall constitute a release in full by Contractor of all claims of any kind against the Authority by reason of the Purchase, supplying and delivering of said labor, goods and materials.

9. No payment shall be made by Authority except for services actually performed and/or goods or materials actually delivered and only after submission to Authority of properly completed voucher forms together with such data as Authority may require in support thereof in accordance with the Authority's regular billing and payment procedure. Vouchers will be paid by the Authority within ten days after the regular monthly meeting at which the voucher has been approved. Approval of vouchers will not be unreasonably withheld provided, however, that the voucher was received at least ten days prior to the regular meeting of the Authority.

10. In the event this contract shall require performance whether by delivery of goods or materials or performance of services after expiration of the current fiscal year of the Authority, then, in that event, any such performance under this agreement after that date shall be subject to the existence of a proper budgetary appropriation by the Authority in accordance with law.

11. This Agreement may be terminated by AUTHORITY on thirty (30) days written notice to CONTRACTOR without cause, or by a mutual written agreement of the parties, or by either party on ten (10) days written notice to the other in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating

SAMPLE - NOT A CONTRACT

party.

12. The use of subcontractors in the performance of any part of the contract is prohibited except by prior written acceptance and approval by the Cumberland County Utilities Authority. Any subcontractors anticipated to be utilized during the performance of the contract are to be identified at the time of proposal submission.

13. During the performance of this contract, the contractor agrees as follows:

    The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

    The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 and supplemented 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 age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise 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 age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the parties hereto have duly executed this contract and sealed same or caused its seal to be affixed hereto.

CONTRACTOR

NAME _____

SAMPLE DOCUMENT

ADDRESS _____

SIGNATURE _____

DATED _____

WITNESS OR ATTEST:

BY _____

(Corporate Seal)

CUMBERLAND COUNTY UTILITIES AUTHORITY

SIGNATURE _____

DATED _____

WITNESS OR ATTEST:

BY _____

BID DOCUMENT SUBMISSION CHECKLIST

Cumberland County Utilities Authority

**Failure to complete and submit the following documents is a <u>mandatory</u> cause for the bid to be rejected <u>(N.J.S.A. 40A:11-23.2)</u>.**

| Required With Submission of Bid (Owner's Checkmarks) | | Initial Each Item Submitted with Bid (Bidder's Initials) |
|---|---|---|
| | A bid guarantee as required by N.J.S.A. 40A:11-21 | |
| ✓ | A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 | |
| ✓ | If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications, or bid document(s) | |
| | A certificate from a Surety Company pursuant to Section 22 of P.L. 1971, C. 198 (C.40A:11-22) | |
| ✓ | Business Registration as required<br><br>Pursuant to P.L. 2001, C 134 (C.52:32-44) | |
| | A listing of Subcontractors pursuant to Section 1 of P.L. 1977, C 33 (C.52:25-24.2) | |

**Failure to submit the following documents <u>may be</u> a cause for the bid to be rejected (N.J.S.A. 40:11-23.1b).**

| Required With Submission of Bid (Owner's Checkmarks) | | Initial Each Item Submitted with Bid (Bidder's Initial) | | Required With Submission of Bid (Owner's Checkmarks) | | Initial Each Item Submitted with Bid (Bidder's Initial) |
|---|---|---|---|---|---|---|
| ✓ | Corporate Disclosure Statement | | | ✓ | Affirmative Action Program Form | |
| ✓ | Non-Collusion Certificate | | | | | |

**Signature: The undersigned hereby acknowledges and has submitted the above-listed requirements.**

Name of Bidder: _____

By Authorized Representative

Signature: _____

Printed Name and Title: _____

Date: _____

ADDENDA ACKNOWLEDGMENT

Cumberland County Utilities Authority

FAILURE TO COMPLETE AND SUBMIT THIS ADDENDA ACKNOWLEDGMENT WITH BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications, or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

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

**Acknowledgment by bidder:**

Name of Bidder: _____

By Authorized Representative

Signature: _____

Printed Name and Title: _____

Date: _____

**CUMBERLAND COUNTY UTILITIES AUTHORITY**
**333 WATER STREET**
**BRIDGETON, NEW JERSEY 08302**

**PROPOSAL FOR**
**SUPPLY AND DELIVERY OF SODIUM BISULFITE SOLUTION**

The signer of this Proposal as Bidder declares:

That he has received and examined the Contract Documents, including the Advertisement for Bidders, Information for Bidders, Form of Contract, Specifications and Addenda, if any.

In submitting this Proposal, Bidder agrees:

To enter into and execute a Contract, if awarded on the basis of this Proposal, and to furnish the Surety Bonds and Insurance required by the Contract Documents and accomplish the work in accordance with the Contract Documents.

The Bidder hereby proposes to furnish all labor, equipment and materials, delivery and perform all work for the Lump Sum Price for 12,000 gallons as well as Price per Gallon of:

Lump Sum Price_____Dollars
And _____Cents ($_____)

Price per Gallon _____Dollars
And _____Cents **($**_____)

The Bidder further declares that he has attached the required Bid Security and all other attachments required by the Contract Documents.

Name of Firm Submitting Bid_____

Address_____

_____

Telephone Number _____

Name of Person Signing Bid _____

Signature _____

Title_____

**STATEMENT OF OWNERSHIP**

**(OWNERSHIP DISCLOSURE CERTIFICATION)**

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

**This Statement Shall Be Included with**

**All Bid and Proposal Submissions**

**Name of Business: _____**

**Address of Business: _____**

**Name of person completing this form: _____**

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

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

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

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

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

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

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

## Part I

**Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)

☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership

☐ Limited Liability Company

☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)

☐ Other (be specific): _____

## Part II

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

**OR**

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

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

Name: _____

Address: _____

_____

Name: _____

Address: _____

_____

Name: _____

Address: _____

_____

Name: _____

Address: _____

_____

Name: _____

Address: _____

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Name: _____

Address: _____

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Name: _____

Address: _____

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Name: _____

Address: _____

_____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

**<u>Part III -</u> Any Direct or Indirect Parent Entity Which is Publicly Traded**:

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

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

**OR**

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

_____

_____

**AND**

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

_____

_____

Subscribed and sworn before me this ___ day of
_____, 2 _____.

(Notary Public)

_____

(Affiant)

My Commission expires:

_____

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

## AFFIRMATIVE ACTION REQUIREMENTS

PROCUREMENT AND SERVICE CONTRACTS

Bidders are 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, a procurement contractor must present one of the following to the Cumberland County Utilities Authority:

a. An existing federally approved or sanctioned affirmative action program.

b. A State of New Jersey Certificate of Employee Information Report Approval.

c. If the successful Contractor cannot present "a" or "b", he/she will be required to submit a completed Employee Information Report (Form AA302). This form will be made available to the successful contractor by the Cumberland County Utilities Authority.

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

Yes _____ No ____

(a) If yes, please submit a photostatic copy of such approval.

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

Yes _____ No ____

(a) If yes, please submit a photostatic copy of such certificate.

**NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH THE AFFIRMATIVE ACTION REQUIREMENTS.**

***PLEASE EXECUTE THIS FORM AND SUBMIT WITH BID PACKAGE***

**COUNTY OF CUMBERLAND**

**NEW JERSEY**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

SS:

COUNTY OF _____

I, _____ of the City of _____

(Partnership, Corporation, Individual)

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

_____, the bidder making the Proposal for the above named _____ Project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any 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 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 State of New Jersey relies upon the truth of the statements contained in said Proposal and in the Statements contained in this affidavit in awarding the contract for the said project.

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

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

_____

(Name of Contractor)

Subscribed and Sworn to _____

before me this _____ day of

_____ , 20 _____

_____

(also type or print name of affiant under signature)

Notary Public of _____

My Commission expires _____ 20 _____