

**SPECIFICATIONS, PROPOSAL AND  
CONTRACT DOCUMENTS**

**FOR**

**PURCHASE OF WATER AND WASTEWATER  
TREATMENT CHEMICALS**

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY**

**433 JOHN F. KENNEDY WAY**

**WILLINGBORO, NEW JERSEY 08046 - 2119**

**BID DATE**

**January 16, 2018**

**10:00 AM**

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## NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Willingboro Municipal Utilities Authority for chemicals listed below at the Authority Office, 433 John F. Kennedy Way, Willingboro, New Jersey 08046-2119 until 10:00 A.M. prevailing time on January 16, 2018 at which time the bids will be publicly opened and read aloud. Chemicals are as follows:

1. Multiple types of Polymer
2. Hydrated Lime
3. Hydrofluosilicic Acid
4. Sulfur Dioxide (one ton cylinders)
5. Liquid Sodium Hypochlorite
6. Aqueous poly phosphate solution
7. Calcium hypochlorite

Bidders shall submit bids for a two-year contract; February 1, 2018 through December 31, 2019.

Bid documents for these chemicals may be obtained Authority between the hours 9:00 A.M. and 4:00 P.M. weekdays only or on the Authority website, [www.wmua.info](http://www.wmua.info)

Bids for polymer will be limited to suppliers who have pre-qualified.

Bids must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the chemicals on the outside addressed to the Willingboro Municipal Utilities Authority, and must be accompanied by a Certified Check, Bid Bond, or Cashiers Check drawn to the order of the Willingboro Municipal Utilities Authority for ten percent (10%) of the total amount bid for one year, provided said security need not be more than \$20,000.00. All bid guarantees shall be accompanied by an executed consent order from an approved surety company, licensed to conduct business in the State of New Jersey, agreeing to furnish the required Performance and Maintenance Bond upon the award of contract.

The signed proposal form and bid security must be delivered to the place and or before the hour named above. The accepted bidder must sign the contract within ten (10) days after the Notice of Award or forfeit his bid security. Bid securities will be returned to all but the three (3) apparent lowest responsible bidders. All other bid securities will be returned after awarding and signing of the contract and approval of the Contractors Performance Bond.

## NOTICE TO BIDDERS

Bidders are required to comply with the provisions of PL 1975, c/117, and PL 1977, c.33. (N.J.A.C. 17:27).

The right is reserved to reject any or all proposals in whole or in part or to make awards to such bidder or bidders, who, in the judgment of the Willingboro Municipal Utilities Authority makes the most advantageous bid and to waive such informalities as may be permitted by law.

Andrew Weber  
Executive Director

# INSTRUCTIONS TO BIDDERS

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# INSTRUCTIONS TO BIDDERS

**1. FAMILIARITY WITH SPECIFICATIONS** The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the AUTHORITY. The bidder accepts the obligation to become familiar with these specifications. Bidders are expected to examine the specifications and related documents with care and observe all the requirements. Ambiguities, errors or omissions noted by the bidders should be promptly reported in writing to the appropriate official. In the event that the bidder fails to notify the AUTHORITY of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

**2. QUESTIONS** No oral interpretation shall be made to any bidder as to the meaning of any of the specifications. All questions shall be submitted in writing to the Authority's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days before the established date for bid opening. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with NJSA 40A; 11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The AUTHORITY's interpretations or corrections thereof shall be final; in the event that the bidder does not acknowledge receipt of any or all addenda, the bidder shall be bound to comply with said addenda.

**3. CHALLENGES TO BID SPECIFICATIONS** Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the AUTHORITY no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the AUTHORITY or the award of a contract.

**4. BIDDER'S QUALIFICATIONS** Before a bid is considered for award, the bidder may be requested by the Authority to submit a statement of facts in detail as to his previous experience in performing similar or comparable work and of his business and technical organization and financial resources and plant available to be used in performing the contemplated work.

**5. BID GUARANTEE** Each bid shall be accompanied by 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 for one year, but not in excess of \$20,000, payable unconditionally to the AUTHORITY. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the AUTHORITY. 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 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'.

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

# INSTRUCTIONS TO BIDDERS

B.  CONSENT OF SURETY

Bidder' shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the AUTHORITY 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 subcontractor's 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 NJSA 40A: 11-22. **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 deliver this with the executed contract shall be cause for declaring the contract null and void.**

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey NJSA. 17:31-5. **Failure to submit security with the bid may be cause for rejection.**

The bidder, at his option, may furnish a bid bond, postal money order, certified check or cashier's check as security in the amount required. Checks are to be made payable to the Willingboro Municipal Utilities Authority

## 6. PREPARATION OF BIDS

A. The AUTHORITY is exempt from local, state or federal sales, use or excise tax.

B. The AUTHORITY has attempted to identify the item(s) and the estimated amount 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 NJAC 5:34-4.9. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

C. Successful bidders 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 include the cost on the bid price agreement.

D. Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, the person signing the bid must initial each such erasure or change.

E. Alternate bids will not be considered unless called for.

# INSTRUCTIONS TO BIDDERS

F. The prices quoted on the attached Form of Proposal must remain firm for the duration of the contract.

## 7. SUBMISSION OF BIDS

A. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the AUTHORITY, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.

B. Sealed bids will be received by the designated representative on or before 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 following items shall be submitted with the bid and are considered mandatory submittals in accordance with P.L. 1999, c39. Failure to submit any one of these items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body.

1. A guarantee to accompany the bid pursuant to Section 21 of P.L. 1971, c. 198 (C.40A: 11-21)

2. A certificate from a Surety company pursuant to Section 22 of P.L. 1971, c. 198 (C.40A: 11-22)

3. A statement of corporate ownership pursuant to Section 1 of P.L. 1977, c. 33 (C.52: 25-24.2)

4. A listing of subcontractors pursuant to Section 16 f P.L. 1971, c. 198 (C.40A: 11-16) and

5. A document for the bidder to acknowledge the bidder's receipt of any notice or revision or addenda to the advertisement or bid documents

D. Contractor registration:

1. In accordance with "The Public Works Contractor Registration Act", P.L. 1999, c.238 (NJAC 34:11-56.48 et seq.) a Contractor or subcontractor

*"who enters into a contract which is subject to the provisions of the New Jersey Prevailing Act, P.L. 1963, c.110 (C34: 11-56.25, et seq.) 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, ... ..except that, for the purposes of the act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a*



## INSTRUCTIONS TO BIDDERS

*public institution,”*

must be registered with the Contractor Registration Unit for the new Jersey Department of Labor and is not permitted to bid on or engage in the above public work unless he/she is registered.

2. Contractors performing covered public work on the effective date must apply for registration within thirty (30) days of the effective date (April 11, 2000). Contractors not performing public work on the effective date of this Act must apply for registration before bidding on a public works contract. A copy of a completed and submitted application will establish eligibility for award for a period of thirty (30) days.

3. On or after April 11, 2000 Contractors bidding on covered work shall provide proof of the required NJ registration with the bid.

E. The following additional items are also to be submitted with the bid. Failure to submit this information may result in disqualification of the bid.

1. Bidders Affidavit.
2. Non-Collusion Affidavit
3. Affirmative Action Certification

F. It is the bidder's responsibility to see that bids are presented to the AUTHORITY on the hour and at the place designated. Bids may be hand delivered or mailed: however, the AUTHORITY disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section 6.B above must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

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

H. At the time fixed for opening of the bids, their contents will be made public for the information of bidders and other interested person, who may be present either in person or by representative.

I. If more than one bid be offered by any one party, by or in the name of his /her or their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

J. 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 AUTHORITY. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

## INSTRUCTIONS TO BIDDERS

### K. Discrepancies in Bids:

1. If the amount shown in words and its equivalent 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 that there is an error of the summation of the extended totals, the computation by the AUTHORITY of the extended totals shall govern.

L. Each bid proposal form must give the full business address 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.

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

N. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In cases of rejected materials, the vendor will be responsible for return freight charges.

### **8. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY**

A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s), which, in its deliberations, meets its requirements.

C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense,

# INSTRUCTIONS TO BIDDERS

defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.

D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A: 11-18.

E. Wherever practical and economical to the AUTHORITY, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

## 9. AWARD OF CONTRACT

A. The contract will be awarded or rejected as soon as practicable, but within sixty (60) calendar days of receipt, to the lowest, responsible bidder, price and other factors considered, provided his/her bid is reasonable and it is to the interest of the authority to accept it.

B. The lowest responsible bidder will be determined by the vendor whose ***final*** cost to the AUTHORITY to treat a 1 MG unit volume of potable water or wastewater plant influent is the lowest.

C. This final cost of treatment is determined not only by the unit price bid but by function of the price plus efficiency of the chemical as determined by actual tests under typical operating conditions at the Willingboro MUA facilities. Historic WMUA chemical usage reports shall be utilized to calculate the final cost of treatment for the specific chemical bid.

D. deleted.

E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the AUTHORITY.

F. The Authority reserves the right to waive any informality in bids received when such waiver is in the interest of the Authority.

G. The right is reserved, as the interest of the AUTHORITY may require, to revise or amend the specifications and/or drawings prior to the date set for opening of bids. Such revision and amendments, if any, will be announced by an addendum or addenda to this Notice to Bidders. If the revisions and amendments are of such a nature which requires material changes in quantities or prices bid, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the AUTHORITY will enable the bidders to revise their bids. In such case, the addendum will include an announcement of the new date for opening bids.

## 10. REJECTION OF BIDS

A. Availability of Funds - Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

# INSTRUCTIONS TO BIDDERS

B. Multiple bids not allowed – More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. Unbalanced Bids – Bids, which are obviously unbalanced, may be rejected.

D. Unsatisfactory Past Performance- Bids received from bidders who have previously failed to complete contracts within the time scheduled or who have performed work for the AUTHORITY in an unacceptable manner, may be rejected.

E. Failure to Enter Contract – Should the bidder, to whom the contract is awarded, fail to enter into a contract within twenty one (21) days, Sundays and Holidays excepted, the AUTHORITY may then, at its option, accept the bid of the next lowest responsible bidder.

## 11. TERMINATION OF CONTRACT

A. If; through any cause, the successful bidder shall fail to fulfill in a timely and proper manner, the obligations/under this contract or if the contractor shall violate any of the requirements of this contract, the AUTHORITY shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the AUTHORITY of any obligation for balances to the contractor of any sum or sums set forth in the contract.

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

C. The contractor agrees to indemnify and hold the AUTHORITY harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the AUTHORITY under this provision.

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

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the AUTHORITY reserves the right to cancel this contract.

## 12. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification. No firm may be issued a contract unless it complies with the affirmative action regulations of **NJSA 10:5-31** et seq. (PL 1975, c. 117)

## INSTRUCTIONS TO BIDDERS

1. Procurement, Professional and Service Contracts - All successful vendors must submit within seven (7) days after receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- a. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one (1) year from the date of the letter), or
- b. A photocopy of an approved Certificate of Employee Information Report, or
- c. 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. Construction Contracts – All successful contractors must submit, within three (3) days of the signing of the contract, an Initial Project Manning Report (AA-201-available from the AUTHORITY) 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 bids and services is prohibited. The successful bidder agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the AUTHORITY harmless.

C. Prevailing Wage Act. (When applicable) Pursuant to NJSA 34:11-56.25 et seq., successful bidders on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll to the AUTHORITY within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJAC 11:60-6.11. It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. Stockholder Disclosure. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, 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 (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein. Form of statement shall be completed and attached to the bid proposal.

E. New Jersey Worker and Community Right To Know Act. The manufacturer or supplier of any substance or mixture shall supply the Chemical Abstract 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 SHEETS – MUST BE FURNISHED.

F. Non-Collusion Affidavit. The non-collusion affidavit, which is part of these

# INSTRUCTIONS TO BIDDERS

specifications, shall be properly executed and submitted with the bid proposal.

## 13. REMEDIES

A. In compliance with N.J.S.A. 40A: 11-50, any and all disputes arising under this Contract shall be submitted to non-binding mediation. This non-binding mediation procedure is the process of resolution and the alternative dispute resolution procedure agreed to be the parties to this Contract pursuant to N.J.S.A. 40A: 11-50, and disputes arising under this Contract shall be submitted to such non-binding mediation prior to being submitted to a Court for adjudication. Any such mediation shall be governed by the Construction Arbitration Rules of Procedure if the American Arbitration Association insofar as they are not inconsistent with this Contract. Any mediator shall be expressly bound by the New Jersey substantive law in the mediation process and shall be guided by the New Jersey Rules of Evidence.

B. Nothing herein shall prevent or be deemed to prevent the contracting unit from seeking injunctive or Declaratory relief in a Court of competent jurisdiction at any time. In addition, the Alternative Dispute Resolution Practices required hereunder shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A 40A: 11-1 et seq.

C. The request for mediation in the event of a dispute shall be submitted to the other interested parties. The request shall include a statement of the specific claims that the complaining party has against the other party relating to these disputes. Within a reasonable time thereafter, the party being served with the notice of mediation shall provide to the complaining party a statement of its specific claims and/or defenses that it has against the complaining party relating to the dispute. The mediation proceedings shall commence within thirty (30) days of the submission of a request, and shall continue for a period not greater than fifteen (15) days or such longer period as the parties may agree. In the event of an emergency situation, the mediation process shall be accelerated.

D. The Consulting Engineer for the AUTHORITY shall have the authority, with the approval of both parties to select the mediator. The mediator shall proceed to attempt to mediate and resolve the dispute pursuant to industry standards.

E. The contract unit ("AUTHORITY") and contracting party ("CONTRACTOR") shall divide equally and be equally responsible for all costs of such mediator and the mediation proceedings. Each party shall pay its own costs and fees and other costs incurred by the party in connection with its preparation for and participation in such mediation proceedings

## 14. PUBLIC LIABILITY, PROPERTY AND AUTOMOBILE INSURANCE

A. Required Insurance: The Contractor shall take out and maintain during the life of this contract the various types and amounts of insurance as required to protect the Contractor, the AUTHORITY, and any subcontractor performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly employed by either of them. All policies

## INSTRUCTIONS TO BIDDERS

shall name the AUTHORITY as additional insured and be primary to any to any insurance provided by the AUTHORITY.

B. Without restricting the obligations and liabilities assumed under the Contract Documents, the Contractor shall, at his own cost and expense, purchase and maintain in force until final acceptance of his work, the below listed forms of insurance coverage.

C. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the AUTHORITY before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this section. However, the original policies of AUTHORITY's Protective Bodily Injury (Item F) and Property Damage (Item G) as well as Builder's Risk Fire Insurance (Item J) shall at this time be delivered to the AUTHORITY for its possession.

D. All policies as hereinafter required shall be so written that the AUTHORITY will be notified of cancellation or restrictive amendment at least ten (10) days prior to the effective date of such cancellation of amendment.

- 1). Worker's Compensation and/or Employer's Liability Insurance as required or specified by State Law.
- 2). Contractor's Direct Bodily Injury Liability Insurance.
- 3). Contractor's Direct Property Damage Liability Insurance.
- 4). Contractors Protective Bodily Injury Liability Insurance.
- 5). Contractor's Protective Property Damage Liability Insurance.
- 6). AUTHORITY's Protective Bodily Injury Liability Insurance naming the AUTHORITY as additional insured.
- 7). AUTHORITY's Protective Property Damage Liability Insurance naming the AUTHORITY as additional insured.
- 8). Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.
- 9). Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.
- 10). Builder's Risk Fire and Extended Coverage Insurance for the full amount. Contractor as their respective interests may appear. Coverage shall apply to perils of fire, windstorm, hail, explosion, riot, strike, civil commotion, aircraft and vehicle damage,

## INSTRUCTIONS TO BIDDERS

smoke, vandalism, and malicious mischief or those perils normally insurable by State Law. Property insured is to be the work under construction including all foundations as well as permanent fixtures and all underground pipes and wiring; also all materials, equipment and supplies incidental to the construction work and any temporary structures.

E. The following special hazards shall be included in the above stated insurance coverage:

1). Contractor's Direct Property Damage Liability Insurance (Item C) shall contain an endorsement to include coverage for damage due to:

- a. Explosion and Blasting
- b. Collapse or injury to structures
- c. Damage to underground structures or conduits

F. If any part of the work is sublet, insurance of the same types and limits as required by above items 1, 2, 3, 4, 5, 8 and 9 shall be provided by or on behalf of the subcontractor to cover that part of the work they have contracted to perform including Property Damage Liability and Special Hazards Coverage if so required by this contract.

G. The required extent and limits of the types of insurance required from the Contractor for this contract are as follows:

1). All Bodily Injury Insurance required by Items B, D, and F in the amount of \$1,000,000 each occurrence, \$2,000,000 in the aggregate. By Item H in the amount of \$1,000,000 combined single limit each occurrence.

2). All Property Damage Liability Insurance required by Items C, E and G shall be in the amount of \$1,000,000 each occurrence, \$2,000,000 in the aggregate. By Item 1 in the amount of \$1,000,000 combined single limit each occurrence.

3). Builder's Risk, Fire and Extended Coverage Insurance required by Item J shall be written in the full amount of this contract.

### 15. **SOCIAL SECURITY ACT**

The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full liability for the payment of any and all contributions or taxes for social security, unemployment insurance, federal withholding tax or old age retirement benefits, pensions or annuities, nor or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said Contractor also agrees to indemnify and save harmless the AUTHORITY from any such contributions or taxes or liability thereof.



# STATEMENT OF WORK

## WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

### PURCHASE OF WATER AND WASTEWATER TREATMENT CHEMICALS

#### SCOPE OF WORK

- A. The work of this contract consists of providing, delivering and unloading the specified quantities and quality of water and wastewater treatment chemicals as delineated in the specifications and at the locations specified.
  - a. Water treatment chemicals – 58 Meribrook Circle
  - b. Water treatment chemicals – 22 Medallion Lane
  - c. Water treatment chemicals – 30 Sylvan Lane
  - d. Water treatment chemicals – 23 Baldwin Lane
  - e. Wastewater treatment chemicals – 72 Ironside Court
  
- B. The work also includes the removal of **all** chemical delivery containers from MUA locations. Delivery containers include cylinders, carboys, plastic drums and pallets.
  
- C. Deliveries shall not exceed five (5) working days from time of notification. In the event the vendor fails to make delivery on schedule, the AUTHORITY reserves the right to purchase material on the open market and charge the vendor for any costs incurred above the contract price. The AUTHORITY reserves the right to cancel all or any part of late deliveries without obligation. Delivery times must be between the hours of 8:00 A.M. to 3:30 P.M. on normal working days. Vendor shall provide a listing of all closure dates, holidays, etc. for which delivery of materials is not available.
  
- D. Bid prices must include all delivery and delivery container removal charges.

# SPECIFICATIONS

## 1. Chemicals:

A. **Hydrated Lime**, 68% CaO minimum, potable water grade, estimated annual quantity 200 tons, delivered in 50# bags, with CAS number inscribed. Orders are for 10 tons, received in an uncaked condition and shall be palletized and shrink wrapped in such a manner as to be protected from inclement weather on 40" x 48" single faced pallets and loaded for **vendor-supplied piggyback forklift w/ operator for unloading from fronting street.** Existing dock(s) is unavailable for trailer rear end unloading. Pallets are to be exchanged upon delivery.

B. **Hydrofluorosilicic Acid**, containing between 20 and 30 percent hydrogen fluoride by weight. Bidder shall also state the average commercial strength of the Hydrofluosilicic acid as to whether it is 20 or 30 percent and further state the available fluoride content. Estimated annual quantity 55,000 lbs. Carboys shall not exceed 150 lbs, with no order less than 10 carboys. Each carboy shall have marked legibly the name of the acid, the net weight or volume of the contents and a clear warning of the potential danger in handling and CAS number inscribed. Material shall be suitable for use in public water supply in accordance with AWWA 0703-71 or the latest revision thereof. Price quoted in proposal shall be per CWT.

C. **Magna Flocc LT 25 Polymer**, or approved equal, which shall uniformly coagulate, and settle the raw water solids in the clarifiers of the water treatment plant prior to sand filtration. Estimated annual quantity is 4000 lbs. As a minimum, the material shall meet the following requirements:

1. Anion active
2. Water soluble powder
3. Bulk density – 42 to 48 lbs. per cubic foot
4. Packaging – 50 lb. bags

D. **CIBA ZETAG 7879 Flocculent** or approved equal, which shall condition liquid sewage sludge for solids sedimentation, thickening and dewatering processes. Estimated annual quantity is 11000 lbs. As a minimum, the material shall meet the following requirements:

1. Packaging – liquid in 55 gallon drums, Weight 441 lb.
2. Solids content: - 50%
3. Solution pH – 3.5 – 5.5
4. Specific Gravity 1.06
5. Particle size – 10%> 1.1µm, 50% > 0.9µm, and 90%>0.7µm

### PLEASE NOTE:

Bidders specifying other products shall furnish data indicating the successful use of the polymer at other water and/or wastewater treatment plants for a period in excess of one (1) year. Bids will only be approved when the bidder has met the required purposed and the bidder has demonstrated the cost effectiveness of their product by actual plant runs on not less than five (5) consecutive days within the past twelve (12) months at the Authority's facilities. Award of this contract shall be made on the basis of cost-effectiveness of the

## SPECIFICATIONS

product. The bidder shall, in writing, guarantee that the polymer to be furnished shall be identical to that used during the demonstration period and shall be uniform in grade and quality during the term of the contract.

E. **Sulfur Dioxide** in one ton cylinders, estimated annual quantity sixteen (16 tons).

F. **Liquid sodium hypochlorite** shall contain no insoluble matter by weight and not more than 2.5 grams per liter total free alkali (as NaOH) by weight and meet the AWWA Standard B300-87. Estimated quantity is 150,000 gallons.

1. The following is a typical analysis of Sodium Hypochlorite solution:

Available Chlorine	
Expressed as Trade Per Cent:	11.0% (Typical)
Expressed by weight:	11.4% (Typical)
Expressed as grams per liter:	110.0
Sodium Hypochlorite NaOCL by weight	13.02%
Free Alkalinity (NaOH) by weight:	0.8 %
pH (SU)	11.0 – 11.0
Weight per gallon:	10.1 lbs. (Typical)
Maximum temperatures of the product at the time of delivery	85 degrees F (29.4 degree
Color:	Pale Yellow
Odor:	Mild Chlorine

2. The liquid sodium hypochlorite shall be delivered in tanker trucks capable of pumping into the Authority's piping systems with total deliveries of 5000 gallons that may be split among several sites.

3. Bidders are requested to inspect all delivery locations to determine quantities to be delivered. Minimum delivery to one site is 100 gallons. All charges for delivery must be included in the unit prices.

G. **Polyphosphate**, Calgon, C-5 or approved equal must be certified as meeting or exceeding ANSI/NSF Standard 60 as issued by the National Sanitation Foundation (NSF). The American National Standards Institute (ANSI) must accredit the agency providing the certification to provide such certification. A photocopy of such certification indicating the product bid meets ANSI/NSF Standard 60 must be enclosed with this bid package.

Furthermore, since certification is issued for a specific production site, the bidder must specify on the product specification page where the product being bid will be produced so that it can be confirmed that in fact the product bid meets ANSI/NSF Standard 60 certification. Estimated annual quantity is 11,000 lbs.

1. Calgon, C-5 or approved equal must be approved by the USEPA for use in potable water supplies and a letter stating such must be included with the bid package.

2. Product bid must have the capabilities to perform over a broad

# SPECIFICATIONS

temperature and pH range.

3. Product bid must have the capabilities to sequester iron and manganese without causing any deleterious effects to the drinking water supply when used in accordance with manufacturer’s recommendations.

4. Product bid must provide effective corrosion inhibition on both ferrous and non-ferrous surfaces.

5. It is a requirement of this bid to accept only liquid products. Any product that is a physical blend of multiple individual chemical ingredients will not be considered, and the bid will be considered non-responsive.

6. It is a requirement of this bid to accept only products which are manufactured from raw materials bearing Food Grade quality assurances and must be non-toxic to humans by meeting the RMCL’s (Recommended Maximum Contaminant Level) as listed in the Water Chemicals CODEX. A statement from the manufacturer stating specifically that the product offered is manufactured from raw materials bearing Food Grade quality assurances and meets the RMCL’s of the Water Chemicals CODEX must be included in with their bid package.

7. A producer certified for ISO 9002 quality standards and at the specific plant or site holding such certification must manufacture product bid in the United States. A copy of the valid certificate must be included in with the bid. If the product is to be supplied by an agent or distributor of the producer, then that agent or distributor must also be certified to meet ISO 9002 quality standards, and a copy of the valid certificate must be included in with the bid. It is understood that ANSI/NSF Std. 60 assures the Willingboro Municipal Utilities Authority against toxicological hazards only. ISO 9002 Certification assures the Willingboro Municipal Utilities Authority of consistent conformance to stated product quality; standards as listed below.

8. Product equality will be based upon total available polyphosphate content and is subject to independent laboratory evaluation prior to awarding of contract. Costs associated with this testing must be borne by each individual bidder.

9. Product supplied must conform to the following:

Specified		Equal
Product Name	Calgon C-5	_____
ANSI/NSF Std. 60 as registered		
ANSI/NSF Std. 60 Mfg. Location	Elwood City, PA	_____
Maximum Dosage	28 mg/L	_____
Specific Gravity	1.37-1.42	_____
Odor	None	_____
Appearance	Water white to Pale yellow liquid	_____
pH (1%) Solution	6.0	_____

# SPECIFICATIONS

Solubility	100%	_____
Total PO <sub>4</sub> (1)	35.2% Min	_____
Total P205 (1)	26.3% Min	_____
Polyphosphate expressed as PO <sub>4</sub> (1)	35.2% Min	_____
Phosphate expressed as P (1)	11.5% Min	_____
Sodium expressed as Na (1)	9.9%	_____
Chlorides expressed as Cl (1)	0.0%	_____
Sulfates expressed as SO <sub>4</sub>	0.0%	_____

10. Analytical procedures for determining these values must be methods as approved by the USEPA as found in Standards Methods for the Examination of Water and Wastewater. Should verification become necessary on any of the criteria noted above, samples will be sent to an independent laboratory and all costs incurred will be borne by the bidder.

11. A critical issue regarding product purity will also be a basis for award. A statement guaranteeing that the level of lead (Pb) in the product will be less than 1 ppm must accompany the bid. Failure to provide such a guarantee will be considered as non-responsive and the bid rejected. Should the product be tested at any time during the contract period and the amount of lead in the product exceeds 1.0 ppm, the bidder will be notified and be given 48 hours to remove all material from site and replace removed material with product which meets the criteria set forth.

11. Should testing by the Willingboro Municipal Utilities Authority prove that the product being supplied under contract does not meet specification, the Willingboro Municipal Utilities Authority at its sole discretion can void the remainder of the contract and award it to the next lowest responsible bidder.

13. A producer Certificate of Analysis (C of A) showing product name, manufacturing lot number, and product quality criteria must be provided with each delivery. Failure to provide the corresponding C of A with each delivery may be just cause to refuse delivery of product.

14. Technical Services

a. Technical services must consist of three (3) parameters. Analysis, corrosion coupon analysis, and consultation.

b. Periodic water analysis must be performed on a semi-annual basis at sample site locations to be determined by the WMUA, all of which are in Willingboro, NJ 08046

c. The water analysis results must contain a minimum of the following criteria:

1. pH
2. M Alkalinity (mg/L CaCO<sub>3</sub>)

## SPECIFICATIONS

3. Conductivity (UMHOS/CM)
4. Suspended Solids (mg/L)
5. Bicarbonate (mg/L HCO<sub>3</sub>)
6. Ortho-Phosphate (mg/L O PO<sub>4</sub>)
7. Polyphosphate (mg/L P PO<sub>4</sub>)
8. Total Organic Carbon (mg/L)

d. In addition, the following heavy metals analysis must be provided and the measured amounts provided as both dissolved and total amounts.

1. Calcium (mg/L Ca)
2. Magnesium (mg/L Mg)
3. Sodium (mg/L Na)
4. Potassium (mg/L K)
5. Iron (mg/L Fe)
6. Copper (mg/L Cu)
7. Manganese (mg/L Mn)
8. Aluminum (mg/L Al)
9. Zinc (mg/L Zn)
10. Nickel (mg/L Ni)
11. Chrome (mg/L CrO<sub>4</sub>)

15. At the request of the Willingboro Municipal Utilities Authority corrosion coupons are to be supplied for installation by their employees on a quarterly basis. The type of metallurgy will be at the discretion of the Willingboro Municipal Utilities Authority. The total number of coupons provided on a quarterly basis should correspond to the number of sites a water sample is collected from.

16. The corrosion coupon analysis report must contain the following information:

- a. Metallurgy & Size of Coupon
- b. Coupon Number
- c. Date Installed
- d. Date Removed
- e. Days in System
- f. Initial Weight
- g. Final Weight
- h. Corrosion Weight Loss
- i. Corrosion Rate (mils per year)

17. Consultation and written reports must accompany the submission of all the water analysis and corrosion coupon analysis providing information as to findings and recommendations to improve treatment.

18. Should the Willingboro Municipal Utilities Authority not have accessibility

# SPECIFICATIONS

for corrosion Coupons, the Willingboro Municipal Utilities Authority may waive this portion of the bid.

19. Should the Willingboro Municipal Utilities Authority have access for coupons yet do not possess coupon holders, the bidder must provide for such in their bid price.

20. Bidder must provide three (3) references for whom bidder has provided services as noted above. All information requested must be filled in. Failure to provide the information requested will be considered non-responsive and the bid rejected.

Account: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone No. \_\_\_\_\_

Account: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone No. \_\_\_\_\_

Account: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone No. \_\_\_\_\_

21. A sample of the type of service must be included in with the bid package for evaluation by the Willingboro Municipal Utilities Authority. Examples would be typical water analysis reports, corrosion coupon test results and service reports.

22. Successful bidder must have their own technical support representatives familiar with the treatment objectives stated above: corrosion control technology and overall water treatment technology. These representatives must live within a 50 mile radius of the Willingboro Municipal Utilities Authority treatment facility and be available for assistance within twenty-four (24) hours of an emergency call.

23. Each bidder must submit the names and resumes of its technical representatives that meet this requirement with this bid package. In addition, the method by which emergency calls will be handled must also be provided in this bid package. The Willingboro Municipal Utilities Authority will evaluate the capabilities of the technical representatives and may require an on site interview prior to the award of a contract. It will be the sole decision of the Willingboro Municipal Utilities Authority as to whether or not a bidder's technical representatives and emergency preparedness response will meet this requirement.

# SPECIFICATIONS

24. A pre-bid site inspection must also be carried out to ensure the understanding and intent of this bid, if the company making the proposal has not previously been a supplier to the Authority. The attached sheet must be signed by all parties and made a part of the bid package. Failure to provide both signatures will result in the bid being ruled non-responsive and rejected.

## PRE-BID: SITE INSPECTION SIGNOFF

I hereby certify that \_\_\_\_\_ from  
 \_\_\_\_\_  
 (Individual's name)

\_\_\_\_\_ has visited the site necessary for the fulfillment  
 (Prospective Bidder's Company) of this bid and has demonstrated his/her ability to be able to provide the technical aspects associated with this bid.

_____ (Company)	_____ (Company)
_____ (Signature)	_____ (Signature)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

25. Delivery of Liquid Product

a. Product delivered must be in a thirty (30) gallon, 340 pound net weight polyethylene drum and- must be properly labeled and provide a lot number to identify batch allotments and date of manufacture. All shipping containers must be new and unused meeting all local, state, and federal requirements.

b. Product is to be delivered in quantities of three to four (3 – 4) unit(s) per shipment.

c. All drums are to be intact with no visible signs of damage, which would allow for product to be exposed.

d. All deliveries are to be made on bidder's own trucks. Delivery via common carrier is prohibited. Hydraulic tailgate deliveries may be necessary to facilitate offloading. A palletjack may also be required to move product to the rear of the delivery vehicle.

e. All deliveries are to be made within five (5) working days after receipt of order and during normal business hours as established by the Willingboro Municipal Utilities Authority

f. Bidder should familiarize themselves with all aspects of delivery to all sites indicated by the Willingboro Municipal Utilities Authority. Any deviation from the criteria set forth must be addressed by the bidder in writing and a written reply from the Willingboro Municipal Utilities Authority must be made part of this bid.



## SPECIFICATIONS

g. A Certificate of Analysis (C of A) noting proper corresponding lot number(s), date of manufacture, and pertinent product quality standards must accompany each delivery. Failure to supply a correct C of A will result in refusal of the delivery.

### 26. Basis For Equality

a. Should a bidder wish to offer a product other than that specified, certain criteria must be established as to substantiating whether or not the intended substitute is an equal. The bidder shall have the burden of providing sufficient information in addition to the other criteria set forth below to enable the Willingboro Municipal Utilities Authority's representatives to determine that the proposal item is equivalent or superior to that specified.

b. Proposed product to be bid must conform to all criteria set forth above. Also, bidder agrees to provide all aspects of service as outlined.

c. Bidder must provide with the bid a study which contains product of choice, dosage rate necessary to obtain objective all relative to the water criteria of the Willingboro Municipal Utilities Authority.

d. Bidder must conduct an in-plant trial demonstrating the effectiveness of the proposed product. In-plant trial criteria will be set forth by the Willingboro Municipal Utilities Authority at their sole discretion.

e. Bidder's proposed equivalent will be REJECTED unless the bidder submits a written narrative explanation, specifically comparing the features and performance of the equivalent with the features and performance of the specified item along with the manufacturer's technical specifications. This information must be submitted with this bid.

f. Based upon the submission of the requested information and the results of the in-plant trial, the Willingboro Municipal Utilities Authority will provide the sole decision as to product equality.

### 27. Chemical Feed Equipment

a. Bidder must have capabilities of providing the Willingboro Municipal Utilities Authority all of the feed equipment necessary to place the product bid in solution at the proper feed concentration, maintain product solubility and feed the product bid at proper dosages. Equipment necessary may include mixing tanks, mixers, and metering pumps with all associated valving, feed lines, and support equipment.

b. Bidder must employ an individual on their payroll capable of installing, maintaining, and making any repairs necessary to the feed equipment to keep the equipment in proper running condition.

c. No outside contractors are allowed to fulfill this requirement. The individual must be an employee of the company offering the product for bid.

d. Upon request, the Willingboro Municipal Utilities Authority may require the bidder to list the name and credentials associated with this employee to ensure that their qualifications are sufficient to meet the demands of this

## SPECIFICATIONS

contract.

e. Bidder must provide all equipment and service at no cost to the Willingboro Municipal Utilities Authority or incorporate all associated costs in with the bid price of the product.

H. **PPG Accu-Tab™ three inch (3") calcium hypochlorite** PPG Accu-Tab™ three inch (3") calcium hypochlorite tablets are an item protected by United States Patent Laws, Patent Number 5427748. Estimated annual quantity is 2,500 lbs.

# PROPOSAL

## PROVIDE AND DELIVER WATER AND WASTEWATER TREATMENT CHEMICALS TO THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY:

The Undersigned hereby declares that \_\_\_\_\_  
has carefully examined the specifications, plans and form of contract for the item named above; and that \_\_\_\_\_ will contract to carry out and complete said project as specified and delineated at the price per unit measure for each scheduled item stated in the Schedule of Prices following.

It is understood that the Unit Price for the respective material stated by the undersigned in the Schedule of Prices will control in the awarding of the contract. Unit price of Equivalent products shall be evaluated pursuant to final cost of treatment per 1 MG of influent. It is further understood that the quantities stated in this Schedule of Prices for the various items are estimated only and may be increased or decreased. Payment will be made only for the quantity actually purchased.

The undersigned proposes to furnish all labor, materials and equipment required to complete the work in every detail, in accordance with specifications and other contract documents, at and for the following Unit Prices:

<b>MATERIAL</b>	<b>Two-year contract</b>			<b>TOTAL</b>
	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>QTY</b>	
	<b>February 1, 2018 through December 31, 2019</b>			
Hydrated Lime	(per ton)	_____	500	_____
Hydrofluorosilicic Acid	(per cwt.)	_____	1200	_____
Polymer (M F Lt 25 or equal) (per lb.)		_____	8,000	_____
Proposed product: _____				
Polymer (ZETAG 7879 or equal) (per lb.)		_____	22,000	_____
Proposed product: _____				
Sulfur Dioxide	(per cwt.)	_____	800	_____
Sodium Hypochlorite	(per gal.)	_____	300,000	_____
Polyphosphate	(per lb.)	_____	25,000	_____
Proposed product: _____				
PPG Accu-Tab™	(per lb.)	_____	5,000	_____

# PROPOSAL

All charges for delivery must be included in the bid price. The bid price must include the removal of **all** delivery containers from MUA locations. This includes cylinders, carboys, plastic drums and pallets etc.

There is enclosed herewith the required bid security (bid bond) to the order of the WILLINGBORO MUNICIPAL UTILITIES AUTHORITY in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and a duly executed consent from an approved surety company, licensed to conduct business in the State of New Jersey, agreeing to furnish the required bond upon the award of contract.

Name and business address of bidder to whom all formal notices are to be sent:

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The undersigned states that the names and addresses of persons interested as principals in this Proposal are as follows:

(Write first name in full):

_____	_____
_____	_____
_____	_____
_____	_____

If Corporation, the bidder shall name the date and State in which corporation was incorporated:

_____	_____
_____	_____
_____	_____
_____	_____

# PROPOSAL

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

_____	_____
_____	_____
_____	_____
_____	_____

The undersigned bidder submitting this proposal or bid certifies and affirms that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of said bidder or any other bidder or fix any overhead, profit or cost element of said bid against the OWNER or any person interested in the proposed contract; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of the OWNER's Officials or Employees of said OWNER is interested directly or indirectly in the bid or in any portion of the bid, nor in the Contract or in any part of the Contract which may be awarded the undersigned on the basis of such bid.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Bidder

- SEAL -

By \_\_\_\_\_  
(Signature of Individual, Partner  
or Officer Signing the Proposal)

(Seal is required if Bidder  
is a corporation)  
Title

\_\_\_\_\_

# PROPOSAL

The undersigned states that the names and addresses of all persons owning a ten- percent (10%) or greater interest therein in this proposal, in compliance with P.L. 1977, Chapter 33, effective March 8, 1977, are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If a corporation, the bidder shall name the date and State in which incorporated.

Date: \_\_\_\_\_ State: \_\_\_\_\_  
Affiant

# PROPOSAL

## BIDDER'S AFFIDAVIT

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_

being duly sworn, deposes and says that he resides at

\_\_\_\_\_

and that he is the \_\_\_\_\_

of \_\_\_\_\_

who signed the above Proposal or Bid, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10 percent or greater interest therein in compliance with P.L. 1977, Chapter 33, and effective March 8, 1977.

\_\_\_\_\_  
Affiant

Subscribed and Sworn to before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

# PROPOSAL

## AFFIRMATIVE ACTION REQUIREMENTS

A. This contract is subject to and all bidders are required to comply with the requirements of P.L. 1975, C. 117, an act relating to Affirmative Action.

B. The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 117, including NJAC 17:27 and agrees to furnish the required documentation pursuant to the Law.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of PL 1975, C 117.



# PROPOSAL

## RETURN OF BID SECURITY

If bid security is returned at bid meeting, bidder or his representative must sign receipt below.

TO THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

PROJECT: PURCHASE AND DELIVERY OF WATER AND WASTEWATER TREATMENT  
CHEMICALS

I hereby acknowledge return of bid security submitted this date for the project noted above.

\_\_\_\_\_

Date	Bidder
------	--------

By \_\_\_\_\_

Bid Security Returned: ( ) Certified Check No. \_\_\_\_\_

( ) Bid Bond \_\_\_\_\_

( ) Cashier's Check No. \_\_\_\_\_

In the Amount of \$ \_\_\_\_\_

All other securities will, at the appropriate time, be returned by CERTIFIED MAIL.

# WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

## CONTRACT

**THIS AGREEMENT** made and executed this \_\_\_\_\_ day of January, 2018 by and between the WILLINGBORO MUNICIPAL UTILITIES AUTHORITY, a public body corporate and politic created pursuant to N.J.S.A. 40:14B-1 et seq., hereinafter referred to as "The Authority, and \_\_\_\_\_ hereinafter referred to as "The Supplier", for the period beginning on February 1, 2018 through December 31, 2019.

### WITNESSETH:

1. The supplier, having been designated by the Authority as the lowest, responsible bidder subsequent to the Authority's receipt of sealed bids on January 16, 2018 herewith covenants to furnish and deliver to the Authority the following material and quantities as contained in the Public Notice to Bidders and/or the specifications:

\_\_\_\_\_.

In consideration of the receipt of said material, the Authority agrees to pay the Supplier for the same at the following prices respectively:

Payment by the Authority shall be made after delivery and upon receipt by the Authority of an itemized statement and voucher from the Supplier for the materials delivered. The supplier recognizes that said payments will require the Authority approval at a public meeting and therefore agrees to submit his statement and voucher at least ten business days in advance of the next regular meeting of the Authority and to expect payment thereof within five days after said meeting.

4. The Authority meets on the third Wednesday of each month and the Supplier may rely thereon in submitting for payment unless otherwise notified by the Authority.

# WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

## CONTRACT

5. *The Supplier specifically covenants and warrants that the material in question is of good and merchantable quality and is fit for use by the Authority in its utility operation.*

6. *The Supplier and the Authority mutually agree that all of the terms and conditions set forth in the Notice to Bidders including but not limited to, the instructions to bidders and the specifications are hereby incorporated by reference and made a part of this Agreement as if fully set forth at length herein.*

7. *The Supplier covenants that in making delivery of the material it will comply with any existing governmental regulations.*

8. *This Agreement and the documents specifically incorporated by reference contain the entire understanding between the parties hereto with respect to this transaction and shall not be altered, modified or supplemented by the parties except by a subsequent writing, signed and sealed by them.*

9. *This Agreement shall be binding upon the respective parties hereto and their respective successors or heirs.*

10. *This Agreement shall not be assigned by either party without the prior written consent of the other.*

11. *Affirmation Action: The provisions of Exhibit "A" with respect to MANDATORY AFFIRMATIVE ACTION LANGUAGE IN PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS are specifically incorporated herein as a material provision of this contract.*

11. *American with Disabilities Act: The provisions of Exhibit "C" with respect to the AMERICANS WITH DISABILITIES ACT OF 1990 are specifically incorporated herein as a material provision of this contract.*

# WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

## CONTRACT

*IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the day and year first above written.*

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

By: \_\_\_\_\_, Chairman

Seal:

ATTEST:

\_\_\_\_\_, Secretary

By: \_\_\_\_\_

\_\_\_\_\_  
(President, Partner or Sole Proprietor)

Seal:

ATTEST:

\_\_\_\_\_  
Secretary

# WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

## CONTRACT

### ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came and appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of \_\_\_\_\_,

*The corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal, that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.*

\_\_\_\_\_  
Notary Public

(SEAL)

### ACKNOWLEDGMENT OF CONTRACTOR, IF A FIRM OR PARTNERSHIP

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came and appeared \_\_\_\_\_ to me known to be one of the members of the firm of \_\_\_\_\_,

*described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.*

\_\_\_\_\_  
Notary Public

(SEAL)

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT**

**ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_}

COUNTY OF \_\_\_\_\_}

*On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came and appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.*

\_\_\_\_\_  
*Notary Public*

(SEAL)

# WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

## CONTRACT

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS PL 1975, C. 117 (N.J.A.C. 17:27)**

*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 or sex. 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, rate, creed, color, national origin, ancestry, marital status 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 worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to PL 1975, c. 117, as amended and supplemented from time to time.*

*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 PL 1975, c. 117, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to PL 1975, c. 117, as amended and supplemented from time to time.*

# WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

## CONTRACT

*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 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.*

*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 or sex, 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).*



# WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

## (CONTRACT)

### EXHIBIT "C"

#### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability 42 U.S.C. S11101 et seq.)**

*The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S11101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or 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 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 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 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.*

# WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

## **CONTRACT**

*It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.*