



**ATLANTIC COUNTY UTILITIES AUTHORITY
INSTRUCTIONS TO BIDDERS
AND TECHNICAL SPECIFICATIONS**

**RICHARD S. DOVEY, PRESIDENT
OREN R. THOMAS, IV, RPPO, QPA, PURCHASING MANAGER**

BID NUMBER: 2022-WW-10

BID TITLE: REBID FOR SUPPLY OF CAUSTIC SODA

BID RELEASE DATE: NOVEMBER 10, 2022

**BID OPENING DATE: DECEMBER 2, 2022
11:00 A.M., LOCAL TIME**

**Atlantic County Utilities Authority
6700 Delilah Road
Egg Harbor Township, NJ 08234-5623
Phone (609) 272-6950
Fax (609) 272-7333**

**MAILING ADDRESS:
Atlantic County Utilities Authority
P. O. Box 996
Pleasantville, NJ 08232-0996
www.acua.com**

THE ATLANTIC COUNTY UTILITIES AUTHORITY IS RESPONSIBLE FOR ENHANCING THE QUALITY OF LIFE THROUGH THE PROTECTION OF WATERS AND LANDS FROM POLLUTION BY PROVIDING RESPONSIBLE WASTE MANAGEMENT SERVICES. THE AUTHORITY IS AN ENVIRONMENTAL LEADER AND WILL CONTINUE TO USE NEW TECHNOLOGIES, INNOVATIONS AND EMPLOYEE IDEAS TO PROVIDE THE HIGHEST QUALITY AND MOST COST EFFECTIVE ENVIRONMENTAL SERVICES.

ATLANTIC COUNTY UTILITIES AUTHORITY

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ATLANTIC COUNTY UTILITIES AUTHORITY

NOTICE TO BIDDERS

PLEASE TAKE NOTICE that the Atlantic County Utilities Authority will receive sealed bids, pursuant to the Local Public Contracts Law of the State of New Jersey, N.J.S.A. 40A:11-1 et seq. at the ACUA GEO Building-Second Floor Conference Room, 6700 Delilah Road, Egg Harbor Township, NJ 08234-5623, Area Code 609-272-6950, as follows:

BID NO: 2022-WW-10

BID NAME: REBID FOR SUPPLY OF CAUSTIC SODA

**DATE AND TIME OF BID OPENING: DECEMBER 2, 2022
11:00 A.M., LOCAL TIME**

At the aforementioned date, time and place, said bids will be opened and read aloud.

Specifications and bid documents may be obtained online at the following web address <http://www.acua.com/bids.aspx> and may also be picked up at the office of the Purchasing Manager.

Bids must be submitted in duplicate, be made on standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and “**SEALED BID #2022-WW-10**”, addressed to **Oren R. Thomas, IV, Purchasing Manager**, at the address above. All bids must be accompanied by a certified check or bid bond in the amount of 10% of the total bid, not to exceed \$20,000.00.

All bidders must meet equal opportunity requirements of P.L. N.J.S.A 10:5-31 et seq. and N.J.A.C. 17:27, as described in the specifications. Bidders are responsible for affirmative action compliance.

Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the Authority. Such bids shall remain unopened and will be returned to the submitting entity upon request. The Authority is not responsible for the loss or destruction of any bid submitted to the Purchasing Manager before the time set for bid opening.

The bid opening will be made available for viewing on Zoom at the following link:

<https://us06web.zoom.us/j/87484112539?pwd=aFMvVVVhaHNvcEEwM1lNQ1l0Vi8yQT09>

Passcode: 194310

ATLANTIC COUNTY UTILITIES AUTHORITY
RICHARD S. DOVEY, PRESIDENT
BY: OREN R. THOMAS, IV, RPPO, QPA, PURCHASING MANAGER

**ATLANTIC COUNTY UTILITIES AUTHORITY
INSTRUCTIONS AND INFORMATION FOR BIDDERS**

1. All questions relating to technical aspects of the bid are to be directed in writing to the Authority Purchasing Manager unless specifically directed otherwise in the Specifications. **NO QUESTIONS WILL BE ANSWERED OVER THE PHONE.** Questions should be asked in consecutive order, from beginning to end, following the organization of the bid document. Each question should begin by referencing the page number and section number to which it relates. Bidders are advised that any questions related to substantive aspects of the bid, to the extent that the answer affects all bidders' ability to compete equally, may be distributed to all bidders who have picked up specifications. Any questions received (10) days prior to the bid due date cannot be answered.
2. Bidders shall use the forms provided by the Authority or true copies thereof. Substitute forms will not be considered conforming.
3. **All bids are to be submitted in duplicate.** All forms required in the Proposal must be completed and furnished as part of the Proposal, and may not be supplied, changed or supplemented after opening of bids. One copy of the Proposal shall contain all original signatures and the word "original" shall be written on the cover sheet of that copy. The word "duplicate" shall be written on the cover sheet of the duplicate copy. Where a document is required to be notarized, the original shall contain the notary's raised seal.
4. Bidders are required to complete the checklist and certification of proposal included as a part of this bid package. Completion and signature of this checklist indicates that the bidder acknowledges that the bid may be rejected for failure to complete any item except for those specifically indicated on the checklist as not required. If any item is designated "N/A" in the Checklist, that item is not required. If no such designation is present, the item is a required part of the bid package.
5. Bids must be received in a sealed envelope at the place for opening of bids before the designated time. Bids received after the indicated time will be returned unopened. No exceptions can be made for any reason, including failure of the Postal Service or of any carrier to make timely delivery of any bid package. Bids transmitted by any process that does not guarantee the integrity of the bid package (e.g. telefax or similar means that does not involve the use of a sealed envelope) cannot be accepted. **Mail is brought to the ACUA at approximately 12:00 pm daily and then sorted by department. Please take this into consideration when mailing bids via USPS.**
6. Prices and terms shall not be subject to adjustment or supplementation for any reason after opening of bids.
7. All prices shall be F.O.B. Destination, freight prepaid, delivered to the Atlantic County Utilities Authority at 1801 Absecon Boulevard, Atlantic City, NJ 08401-1712 and/or 6700 Delilah Road, Egg Harbor Township, NJ 08234-5623 unless otherwise stated in the specifications.
8. No bid shall provide for State or Federal taxes of any kind or for interest on any amount due from the Authority to any bidder unless expressly permitted by the specifications. The Authority's normal practice is to make payment within 30 days of receipt of a properly certified and tabulated invoice and voucher. Sales made to any contractor of materials, supplies or services for exclusive use in the performance of this contract are generally exempt from the New Jersey Sales and Use Tax, N.J.S.A. 54:32B-8.22. Payment will be made only to the contractor.

9. The proposal amount shall be stated in both numerals and words (e.g. \$25,417.77 Twenty-Five Thousand Four Hundred Seventeen and 77/100 Dollars). In case of a discrepancy between the prices written in words and those written in figures, the written words shall govern.

10. All proposals must be signed in ink by a responsible officer of the bidder with authority to make a legally binding commitment on the bidder's behalf. All corrections or erasures must be initialed by the bidder. By submitting a bid the bidder is binding itself to enter into a contract on award by the Authority and may not expressly, impliedly or by conduct reserve any right to withdraw any bid or to refuse for any reason to enter into an awarded contract.

11. The submission of a bid by any corporation shall constitute a warranty by the corporation to the Authority that it is authorized to do business in the State of New Jersey, that its corporate charter is in good standing, and that the persons executing bid documents have full authority to do so on the corporation's behalf.

12. All prices quoted shall be firm from the time of bid opening through the life of the contract and shall not be subject to increase for any reason during the contract term. Should the bidder reduce its prices for the bid item or items generally during the contract term, the price provided to the Authority shall reflect the price as reduced.

13. The Authority will assume, and by bidding the bidder warrants, that all items proposed meet all specifications unless the bidder takes specific written exception in its proposal. Where a delivery date is stated in the specifications, the bidder will be presumed to have agreed to provide the specified goods or services by that date unless explicitly stated otherwise in its proposal.

14. Bid bonds may be submitted either as surety bonds or as a *certified or cashier's check* for 10% of the amount bid, but not to exceed \$20,000. For purposes of contracts that contain multi-year terms or alternates, the bid bond shall be calculated on the highest amount bid, assuming that any extended or alternate term will be awarded. For example, the "amount bid" on specifications that allow the award of a two-year contract is the highest total that is bid for both years on any alternate, notwithstanding any reservation by the Authority of the right to award a one-year contract. Similarly, any performance security must be offered with reference to the highest amount bid. All sureties shall be licensed to do business in New Jersey. All checks shall have set forth as payee, and all sureties shall run in favor of, the "Atlantic County Utilities Authority." In the event that a certified or cashier's check is provided the bidder shall execute the form of guarantee included with this package. By submitting a bid, the bidder acknowledges that in the event he fails to enter into a contract upon an award of same, the entire amount of the check or bid bond shall be forfeited to the Authority as liquidated damages.

15. Bidders are required to use the prescribed forms for bid bond and consent of surety, which are provided as a part of this package. Substitute forms will not be accepted. Bidders are strongly advised to notify their bonding agents of this requirement. The issuing surety company shall supply with the bond a current Power of Attorney for its signatory on the bond. If the specifications do not call for the provision of performance and/or payment bonds on the part of the contractor, then the Consent of Surety portions of the combined bid bond/consent of surety form shall be of no effect.

16. The Authority's standard form of contract is attached. Bidders will be required to execute this form of contract upon award. If any exception is taken to the form of contract, all such exception(s) shall be set forth in writing in the proposal. The Authority will evaluate whether exceptions taken are

sufficiently material as to make the bid nonconforming. Contract language will not be negotiated after opening of bids.

The bidder to whom the award is made will be required to execute a written contract with the Owner and to furnish appropriate surety bonds as specified within ten (10) days after notification of the award of contract. The contract shall be in the form included in the Contract Documents. If the bidder shall fail or refuse to sign a contract and provide necessary bonds within ten (10) days of the notification of award of contract and request therefore by Owner, the Owner may execute upon the bid bond or take possession of the funds otherwise provided as bid security. In the event that a contract is signed and all specified bonds are supplied, the bid bond or check shall be returned to the bidder.

17. In the event that changes are to be made to any specification before the date for opening of bids, the Authority will publish an Addendum, as required by law, in the *Atlantic City Press* and will also provide copies of that Addendum to all prospective bidders by facsimile or certified mail. Bidders are encouraged to provide a fax number to the Authority if possible in order to further expedite the distribution process.

18. Bidders will not be permitted to supplement or amend bids after submission. Bidders may, however, withdraw and replace their original bid by physically collecting the bid(s) from the Authority, and substituting a complete new bid package, not later than 4:30 p.m. on the business day proceeding the time for opening of bids. Any representative of a bidder picking up a bid for purposes of withdrawal and replacement shall present proof of authority, on the bidder's letterhead, to do so. The substituted bid shall, in and of itself, conform to all bid requirements and shall have marked clearly on the outside the words "**Substitute Bid--Original Bid Withdrawn**" in order to avoid potential confusion. It is the bidder's responsibility to ensure that the first bid document has been completely withdrawn. Bidders in this situation are urged to attend the bid opening to ensure that the correct bid is opened. Materials from the first bid (e.g. bid bonds and required forms) will not under any circumstances be considered part of the substituted bid unless they are physically made a part of the substituted bid.

19. The original of all documents calling for signatures shall bear original signatures. Photocopied or otherwise non-original signatures will not be accepted, except that a Power of Attorney may contain the reproduced signatures of the authorizing officers of the surety company.

20. In the event of inclement weather or other emergent circumstances which may prevent the opening of bids at the scheduled date and time, the Authority will attempt to notify prospective bidders of the fact of rescheduling and as to any rescheduled time. In the event that the Atlantic County civil courts in Atlantic City are closed or if their opening is delayed (as announced on local radio stations), bidders may assume that all bid openings for that date have been postponed, notwithstanding the fact that the time for opening of bids may be after the delayed court opening time. If practicable, the Authority will post a sign at the entrance to its Administration and GEO Buildings announcing that the bid opening has been postponed and stating the rescheduled date and time. In the event of rescheduling the Authority shall retain all bids, unopened, for opening at the rescheduled date and/or time. The Authority will take such steps as it shall consider appropriate to notify all bidders of the rescheduled date and/or time.

21. The Authority cannot provide legal advice to bidders, nor are any of its officers or agents empowered to waive or modify any legal requirement either verbally or in writing. The New Jersey bidding statutes are contained at N.J.S.A. 40A:11-1 et seq., and regulations adopted thereunder, and bidders are presumed to be familiar with their requirements. We have attempted to make these specifications comply with the Local Public Contracts Law in all respects. In the event of a conflict

between the terms of these specifications and relevant statutes, the statutes shall control in all cases. Bidders with questions regarding legal requirements are strongly advised to consult their own counsel.

22. In the event that the goods or services to be purchased require that the provider possess any license(s) issued by the State of New Jersey or any other governmental body, the bidder warrants by the submission of a bid that it possesses all such licenses.

23. Pursuant to C.40A:11-13, any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the ACUA 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 ACUA, or the award of a contract.

24. Bid openings and results can be accessed on the ACUA webpage at <https://www.acua.com/About/RFPs-Bid-History.aspx>

25. Pursuant to C.40A:11-24, the contracting unit shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

26. Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A- et seq., and the common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The Authority reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The Authority will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Authority harmless from any damages resulting from such infringement.

The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

1. Goods, Professional Services and General Service Contracts

Each 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:

i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.

ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.

iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment B of this document.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification as Attachment C. The contractor is obligated to comply with the Act and to hold the Authority harmless for any violations committed under the contract.

STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless,

prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

PROOF OF BUSINESS REGISTRATION

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

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

During the course of contract performance:

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

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Information on how a business can obtain a certificate can be obtained on the Internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c.25, any person, or entity that submits a bid, or proposal or otherwise proposes to enter into, or renew a contract, must complete the Disclosure of Investment Activities in Iran Form contained herein.

AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

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

PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and prosecute the work to completion.

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 N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The Public Works Contractor Registration Act (PWCRA) requires that all Contractors, including named Subcontractors, register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$2,000 for all non-municipal entities. No Contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the Contractor is registered pursuant to this act. No Contractor shall list a Subcontractor in a bid proposal for the contract unless the Subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. The law requires that Contractors submit certificates after a bid proposal is received and prior to the award of the contract (N.J.S.A. 34:11-56.55).

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor
PO Box 389
Trenton, New Jersey 08625-0389

Telephone: 609-292-9464
Fax: 609-633-8591
E-mail: contreg@dol.state.nj.us
Web site: www.nj.gov/labor/lssc/lspubcon.html

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633- 6243 or by e-mail at lpcl@dca.state.nj.us for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

If the ACUA has requested prevailing wage rates for this project the appropriate rates for Atlantic County will be included in this bid package.

TRUTH IN CONTRACTING

Bidder should be aware of the following statutes:

1. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
2. N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
3. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
4. Bidder should consult the statutes or legal counsel for further information.

NEW JERSEY RIGHT TO KNOW

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. www.nj.gov/health/workplacehealthandsafety/right-to-know/

CONE OF SILENCE

Potential bidders/respondents and their agents must not communicate in any way with the ACUA Officers, Board of Commissioners, or any ACUA staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the Board of Commissioners meets to authorize award. Such communication may result in disqualification.

DISCLOSURE OF CONTRIBUTIONS TO ELEC

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

MAINTENANCE OF RECORDS

The Contractor shall maintain records for products and/ or services delivered against the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the ACUA and/ or the New Jersey Office of the State Comptroller upon request for purposes of conducting an audit, or for ascertaining information regarding dollar volume or number of transactions.

METHOD OF CONTRACT AWARD

The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section Termination of Contract [below], for additional information.

If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid. The owner may also elect to award the contract on the basis of unit prices.

The form of contract shall be submitted by the Authority to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Authority; material exceptions shall not be approved.

Successful bidder/respondent shall complete W-9 Form and submit to the Authority prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- All bids pursuant to N.J.S.A. 40A:11-13.2;
- If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple bids from an agent representing competing bidders;
- The bid is inappropriately unbalanced;
- The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Authority may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

TERMINATION OF CONTRACT

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Authority shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Authority of any obligation for balances to the contractor of any sum or sums set forth in the contract. The Authority will pay only for goods and services accepted prior to termination.

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.

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.

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

Continuation of the terms of the 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 the contract.

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

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Authority.

For contracts that exceed one year, each fiscal year payment obligation of the Authority is conditioned upon the availability of Authority funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Authority at the end of any particular fiscal year may terminate such services. The Authority will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Authority to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court

order, or action or injunction or other such agreement, the contract shall become voidable by the Authority by notice to the parties.

ATLANTIC COUNTY UTILITIES AUTHORITY PAYMENT CYCLE

As established by Board Resolution 06-12-232, the payment cycle at the Atlantic County Utilities Authority shall be as follows:

1. Invoices and all other documentation required for approval of payment must be received by the Authority on or before the first Friday of a month for payment in that month's payment cycle.
2. Invoices received by the first Friday of any given month will be submitted to the Board of Commissioners at their regularly scheduled meeting, which occurs on the third Thursday of every month.
3. The approval of said payments by the Board of Commissioners is subject to a veto of the minutes by the County Executive pursuant to statute, which either occurs within ten days or is waived.
4. Payments will be issued by the Authority within five working days of formal notification by the County Executive that the minutes are approved or within five working days of the failure to the County Executive to act within ten days of receipt of the minutes.

SPECIMEN - DO NOT EXECUTE

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ between the ATLANTIC COUNTY UTILITIES AUTHORITY, a body corporate and politic with principal offices located at 6700 Delilah Road, Egg Harbor Township, New Jersey 08234-5623 (hereafter, ACUA), and

FEDERAL TAX I.D. NUMBER: _____

(hereafter, Contractor)

WITNESSETH:

1. Contractor agrees to furnish, deliver, and install

in accordance with the Specifications, its Proposal, the Notice to Bidders, Instructions to Bidders, and the General and Supplemental Conditions upon which Contractor submitted a bid and was awarded a contract for the aforementioned goods and services, all of which documents are incorporated herein by reference as though set forth at length. If the term "contract documents" is defined in the General Conditions, the Contractor shall perform its work in strict accordance with all requirements of the Contract Documents as said term is used therein.

2. Incorporated by reference herein is the performance security and proof of insurance coverage of Contractor as and if called for in the Specifications, Instructions to Bidders, and General and Supplemental Conditions, as may be applicable. Contractor, by its signature on this Agreement, specifically warrants that said security and insurance coverage's shall remain in force throughout the term of this Agreement.

3. Contractor further specifically agrees, as and if called for in the Specifications, Instructions to Bidders, and General and Supplemental Conditions, as may be applicable, to extend any and all required warranties and guarantees against defects in materials and workmanship to ACUA as set forth therein.

4. This Agreement shall run until the delivery and acceptance of the goods or services contracted for hereunder, or for a period of one year (whichever period is shorter), unless provided otherwise in the specs or the award of bids; provided, however, that for any period extending beyond the current fiscal year and in accordance with N.J.A.C. 5:34-5.3(d) (2), this contract shall be subject to the annual availability and appropriation of sufficient funds. If this contract has been awarded under an alternate that provides for the exercise by the Authority of an option to renew, the terms of said option shall be as set forth in the bidding documents.

5. Contractor further agrees that, in the event of breach of any condition of this Agreement by Contractor, ACUA may obtain substitute goods and services under such terms and conditions as ACUA may find advisable under the circumstances, and may recover from Contractor, in addition to any other remedies provided by law, any and all expenses incurred in obtaining such substitute goods and the difference between the cost of said substitute goods and the amount of ACUA's obligation to Contractor hereunder.

6. In the event that this Agreement, or any part hereof, is governed by the New Jersey Prevailing Wage Act, P.L. 1963, c. 150, contractor agrees to fully comply with said Act in addition to all other covenants set forth in this Agreement. By his signature hereon, contractor warrants that neither he nor any subcontractor employed to perform any work hereunder is on record with the New Jersey Department of Labor as having previously failed to pay prevailing wages in accordance with said Act.

7. The ACUA shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

8. Upon execution and submission of a properly executed Voucher, the faithful performance of this Contract and all covenants and agreements made herein, and the acceptance of the goods and/or services described herein by ACUA, ACUA agrees to pay to Contractor in accordance with the terms of the documents referenced in Paragraph 1. hereof, the sum of

Dollars) upon the formal approval of said payment by the members of ACUA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first set forth above.

ATTEST:

ATLANTIC COUNTY UTILITIES AUTHORITY

BRIAN LEFKE, SECRETARY

BY: RICHARD S. DOVEY, PRESIDENT

ATTEST:

CONTRACTOR:

(ATTACH CORPORATE SEAL IF CORPORATION)

BY:

ATLANTIC COUNTY UTILITIES AUTHORITY

BID GUARANTEE

NOTE: THIS FORM IS TO BE EXECUTED ONLY IF THE BIDDER IS PROVIDING A CERTIFIED OR CASHIER'S CHECK IN LIEU OF A BID BOND. IF THIS IS THE CASE AND PERFORMANCE AND/OR PAYMENT BONDS ARE REQUIRED BY THE PROJECT SPECIFICATIONS, THE PRESCRIBED CONSENT OF SURETY FORM MUST ALSO BE EXECUTED.

IF A SURETY BOND IS NOT PROVIDED, COMPLETE AND SIGN THIS GUARANTEE AND ATTACH CHECK FOR 10% OF THE AMOUNT BID, NOT TO EXCEED \$20,000.00.

Pursuant to N.J.S.A. 40A:11-21, I hereby certify, on behalf of the person or entity whose name appears below as the bidder herein, that if the contract is awarded to said person or entity it will enter into a contract therefore and will furnish any performance bond or other security required, if any, as a guarantee or indemnification of the Atlantic County Utilities Authority. A cashier's or certified check in the amount of 10% (Ten Per Cent) of the amount bid is attached hereto. I recognize, on behalf of the bidder, that if the bidder fails or refuses to enter into the contract and supply the required performance bond or other security said check will be forfeited to the Atlantic County Utilities Authority.

SIGNATURE OF BIDDER: _____ DATE: _____

NAME AND TITLE(PRINT OR TYPE): _____

BUSINESS ADDRESS: _____

ATTACH CASHIER'S OR CERTIFIED CHECK, PAYABLE TO "ATLANTIC COUNTY UTILITIES AUTHORITY" HERE.

ATLANTIC COUNTY UTILITIES AUTHORITY

**BID BOND, CONSENT OF SURETY
AND CONSENT OF SURETY ON BEHALF OF
PRINCIPAL AND SUBCONTRACTORS**

Information for Bidders and Sureties:

1. This form of bond must be used by all bidders where bid and/or performance bonding is required by the Specifications or by statute.

The purpose of this combined bid bond-consent of surety form is to provide a standard bid bond and at the same time to avoid omission of required consents of surety.

2. The obligations of the surety under the "Consent of Surety - As to Principal" made a part of this Bond shall be legally effective if, and only if, the Specifications require performance and/or payment security to be provided. If this security is not required by the Specifications, by execution of this document the surety does not obligate itself to provide it. In the event that the contract to be awarded is governed by the provisions of N.J.S.A. 40A:11-16 with respect to listing of subcontractors, the "Consent of Surety - As to Principal and Subcontractors" shall also be effective whether or not the Specifications explicitly require performance security on behalf of subcontractors.

3. If a bidder chooses to provide a certified check in lieu of bid bond, the bidder is required to execute the Bid Guarantee also included in this packet.

4. If the bidder determines to provide a check in lieu of bid bond and the Specifications require performance, payment, or other contract bonding of any kind, the Consents of Surety must nevertheless be executed. This form, to the extent it is a bid bond but only to that extent, shall be superseded by the submission of a check and Bid Guarantee.

WHEREAS, the Principal,

(Name of bidder)

has submitted a bid on a public contract with the Atlantic County Utilities Authority as Owner, which contract is identified as

Atlantic County Utilities Authority Bid No. _____

Subject matter of bid:

and the Surety,

(insert name of surety)

desires along with the Principal to provide certain bonds and certifications to the Owner as required by law and by the Specifications in the above Bid;

THEREFORE, the Principal and the Surety, intending to be legally bound, hereby provide the following to the Owner:

BID BOND (N.J.S.A. 40A:11-21)

THIS BOND, made this _____ day of _____ 20____,

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety are held and firmly bound unto the Owner, in the penal sum of

\$_____ for the payment of which, well and truly to be
(insert bond amount, which must be
10% of bid not to exceed \$20,000.00)

made, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns;

WHEREAS, the Principal has submitted a bid as aforesaid to the Owner for the public contract identified hereinabove;

THEREFORE,

a) if the bid of the Principal referenced above shall be rejected; or

b) if said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said bid, and shall furnish all required performance and/or payment bonds, and shall otherwise fulfill the obligation to enter into a contract created by the acceptance of said bid, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect, it being understood that the total obligation of the Surety under this Bid Bond shall under no circumstances exceed the penal sum of this Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be in no way impaired or affected by any extension of time for acceptance of said bid and the Surety hereby waives notice of any such extension.

CONSENT OF SURETY - AS TO PRINCIPAL (N.J.S.A. 40A:11-22)

The Surety by its signature hereupon certifies to the Owner that in the event that the contract named in the preceding Bid Bond is awarded to the Principal named herein, it will become surety for all performance, payment, and other bonds required by the Specifications, in the full amount required by the Specifications. In the event that the contract shall be modified by duly authorized change order, the undertakings of the Surety with respect to bonding shall extend to the amount of any such change order(s) as well.

**CONSENT OF SURETY - AS TO PRINCIPAL AND SUBCONTRACTORS
(N.J.S.A. 40A:11-16)**

In addition to the foregoing Consent of Surety As to Principal, the Surety by its signature hereupon certifies to the Atlantic County Utilities Authority as Owner that the performance security which it has consented to provide hereunder on behalf of the Principal shall be provided on behalf of the Principal and all subcontractors, in accordance with N.J.S.A. 40A:11-16, in an amount sufficient in the aggregate (including any evidence of performance security provided by subcontractors separately) to provide to the Owner evidence of performance security on behalf of the Principal and any or all subcontractors, in an amount equaling but in no event exceeding the total amount bid.

**WARRANTY AS TO AUTHORIZATION TO DO BUSINESS
IN THE STATE OF NEW JERSEY AND
"CIRCULAR 570" COMPLIANCE;
COMPLIANCE WITH N.J.S.A. 40A:11-22**

The Principal and the Surety, by their signatures on this document, warrant and represent to the Owner as follows:

- a. that the Surety is licensed to do business in the State of New Jersey as of the date of signature and that the Surety has not been declared insolvent or bankrupt, nor has it filed or has it had filed against it proceedings in the State of New Jersey or any other State for dissolution or revocation of its authority to do business.

- b. that as of the time of the execution of this Consent of Surety, it is listed in a document known as "Circular 570," "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," and that it will immediately notify both the Principal and the Owner in the event that there is any change in this status; and
- c. that it is familiar with and has reviewed the requirements of P.L. 1995, c. 384 with respect to qualifications of sureties and completion of the required Surety Disclosure Statement and Certification; that it meets all applicable requirements and qualifications of said statute; and
- d. that it will, if the above-named Principal is awarded a contract hereunder, fully and timely execute the required Surety Disclosure Statement and Certification as to all performance and payment security.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals to this instrument the day and year first above written. By their signatures hereon, the individual signatories warrant they have sufficient authority to bind their principals as all representations and warranties contained herein, to this Bid Bond, and to the extent applicable under the Specifications, to the Consents of Surety, set forth above.

AFFIX CORPORATE SEALS IF APPLICABLE:

PRINCIPAL:

Dated:

_____ (L.S.)

SURETY:

Dated:

_____ (L.S.)

ATTACH POWER OF ATTORNEY

ATLANTIC COUNTY UTILITIES AUTHORITY

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

CONSENT OF SURETY

To: Atlantic County Utilities Authority

Re: _____
(Principal (bidder))

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to Atlantic County Utilities Authority a performance bond in the full amount of the awarded contract in the event that said contractor is awarded a contract for the above project.

(Principal)

(Authorized Agent of Surety Company)

(Date)

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

PAYMENT AND PERFORMANCE BOND

(P.L. 1996, c. 81)

(REQUIRED STATUTORY FORM)

(DO NOT EXECUTE UNTIL AFTER CONTRACT AWARD)

Know all men by these presents, that we, the undersigned

As **PRINCIPAL** and

Name

Address

as **SURETY(IES)**, are hereby held and firmly bound unto the **ATLANTIC COUNTY UTILITIES AUTHORITY(OBLIGEE)** in the penal sum of

_____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this day of _____, 20_____

The condition of the above obligation is such that whereas, the above named **PRINCIPAL** did on the _____ day of _____, 20_____

enter into a contract with the **ATLANTIC COUNTY UTILITIES AUTHORITY** which contract is for and is known as

which said contract is made a part of this the bond the same as though set forth herein;

Now, if the said PRINCIPAL shall well and faithfully do and perform the things agreed by to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender or other supplies forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the OBLIGEE herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the SURETY(IES) for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said SURETY hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said SURETY on its bond.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals the day and date set forth above, the name and corporate seal of each corporate party being hereunto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body, and the SURETY has complied with all applicable requirements of law with respect to the Surety Disclosure Statement and Certification which is attached hereto and made a part hereof.

ON BEHALF OF INDIVIDUAL OR PARTNERSHIP

(Individual or General Partner)

(Address)

(Individual or General Partner)

(Address)

ON BEHALF OF CORPORATION

(Authorized Signatory - affix corporate seal)

Attest: _____

ON BEHALF OF SURETY

(Authorized Signatory - affix seal and attach valid,
original Power of Attorney and
Surety Disclosure Statement and Certification)

ATLANTIC COUNTY UTILITIES AUTHORITY
GENERAL INSURANCE AND INDEMNITY REQUIREMENTS

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submissions. See “Insurance Check List” for specific coverages applicable to this contract.

1. General Insurance Requirements

1.1 The Contractor shall not start Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Authority; nor shall the Contractor allow any Subcontractor to start work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor and subcontractors will be granted only after submission to the Authority of original, certificates of insurance signed by authorized representatives of the insurers, policy endorsements as specified or, at the Authority's request, certified copies of the required insurance policies

1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final acceptance of the work by the Authority in accordance with 2.1.1 iv. Certificates of Insurance with endorsements shall be maintained with the Authority throughout the term of the Contract and for two years after final acceptance.

1.3 The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and worker's compensation and employer's liability insurance to the same extent required of the Contractor in 2.1 unless any such requirement is expressly waived or amended by the Authority in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Authority immediately upon request.

1.4 All insurance policies shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until thirty (30) days prior written notice has been given to the Authority. A copy of the endorsement shall be furnished to the Authority.

1.5 No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

1.6 If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Authority, may be considered. Written requests for consideration of alternate coverages must be received by the Authority at least ten working days prior to the date set for receipt of bids or proposals; if a deadline for submission of questions or interpretations is set forth in the Instructions to Bidders, requests must be received by that deadline. If the Authority denies the request for alternate coverages, the specified coverages will be required to be submitted. If the Authority permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed as an addendum prior to the time and date set for receipt of bids or proposals.

1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the Authority. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Authority grants specific approval for an exception as described above.

1.8 Any insurance deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to the Authority's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

1.9 The Contractor shall provide insurance as specified in the “Insurance Coverage Check List” attached to this section.

1.10 If the Authority is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Authority, then the Contractor shall bear all reasonable costs properly attributable thereto.

1.11 The Contractor covenants to save, defend, keep harmless and indemnify the Authority and all of its elected or appointed officials, agents and employees (collectively the "Authority") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with the Contractor's performance or non-performance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the Contractor completes all of the work required under the Contract, except that indemnification shall continue for all claims involving completed operations after completion of the work by the Contractor for which the Authority gives notice to the Contractor after the completion of the work.

1.12 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work, subject to Builder’s Risk or Installation Floater insurance requirements, if any, contained in these documents. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final completion of the work by the Contractor.

1.13 Insurance coverage required in the Contract Documents shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written request from the Authority at any time during the contract term, the Authority shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Authority for the entire additional cost of procuring performance and the cost of performing the uncompleted portion of the Contract at time of termination.

1.14 Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority. The Contractor shall be as fully responsible to the Authority for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.15 All precautions shall be exercised by the contractor at all times for the protection of persons, (including employees) and property., All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property and utility service interruption expenses occurring by reason of its operation on the Authority’s property.

2. Contractor’s Insurance

2.1 The Contractor shall purchase and maintain the following insurance coverages which shall be written for not less than the limits specified in the “Insurance Check List” or required by law, whichever is greater.

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use.

This insurance shall include coverage for all of the following:

- i. General aggregate limit applying on a per project basis;
- ii. Liability arising from premises and operations;
- iii. Liability arising from the actions of independent contractors;
- iv. Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- vi. Liability arising from the explosion, collapse, or underground (XCU) hazards.

2.1.2 Business auto liability insurance or its equivalent including coverage for the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (or hired and non-owned autos only if no owned autos);
- ii. Automobile contractual liability;
- iii. Motor Carrier Act endorsement, if applicable.

2.1.3 Workers compensation insurance with statutory benefits as required by any state or Federal law, or as required by union labor agreements, including standard "other states" coverage; employer's liability insurance.

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent including all of the following coverages as underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.1.5 By endorsement, the Authority and Authority's elected and appointed officials, agents and employees shall be named as additional insureds on the Contractor's commercial general liability insurance, and umbrella excess or excess liability insurance if required, with respect to liability arising out of the Contractor's products, installation, and/or services provided under this Contract.

2.1.6 Insurance provided to the Authority and Authority's elected and appointed officials, agents and employees under the Contractor's liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.1.7 Insurance provided to the Authority and Authority's elected and appointed officials, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Authority and its elected and appointed officials, agents and employees shall be excess of and non-contributory with insurance as specified herein.

2.2 If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

2.2.1 The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the Work under this Contract; or

2.2.2 The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Work under this Contract.

INSURANCE COVERAGE CHECK LIST

REQUIRED FOR ALL BIDS:

1. Thirty (30) Days Cancellation, non-renewal, material change or coverage reduction endorsement required.
2. Best's Rating for all carriers: "A-" VII or better, or its equivalent
3. Certificate must state bid number and bid title
4. ACUA and its officials, agents and employees named as additional insureds on other than W/C and auto. This coverage is primary to all other insurance and/or self-insurance available to ACUA.
5. Workers' Compensation & Employers' Liability: New Jersey statutory limits, employers' liability coverage minimum \$100,000 accident, \$100,000 disease, \$500,000 policy limit disease;
6. USL&H Employment: Statutory - if applicable to the project; and
7. CGL general aggregate is to apply per project. Items marked "X" are required to be provided if award is made to your firm.

INSURANCE COVERAGE CHECK LIST (Continued)

<u>Coverage Required</u>	<u>Limits (Figures Denote Minimums)</u>
<u> X </u>	1. Worker's Compensation
<u> X </u>	2. Employers Liability
_____	3. USL&H Endorsement
<u> X </u>	4. Commercial General Liability
_____	5. Premises/ Operations
_____	6. Independent Contractors
_____	7. Products/Completed Operations
_____	8. Contractual Liability
_____	9. Personal Injury Liability
_____	10. XCU Coverage
<u> X </u>	11. Automobile Liability
<u> X </u>	12. Owned, Hired & Non-Owned
_____	13. Motor Carrier Act End.
<u> X </u>	14. Umbrella Liability
_____	15. Other Insurance Required
_____	\$ _____
_____	\$ _____

The Authority and its officials, agents and employees are to be named as additional insureds on Commercial General Liability, and Umbrella if applicable. This coverage is primary to all other coverage the Authority may possess.

INSURANCE AGENT'S STATEMENT

I CERTIFY that I have reviewed the insurance coverage requirements with the bidder named below and that the bidder can comply with all of those insurance requirements.

Name(s) and address(es) of bonding company(ies) or bank(s) submitting letter of credit, if applicable.

The policy(ies) carry the following deductibles:

Liability policies are (indicate):

Occurrence []

Claims Made []

NAME OF INSURANCE AGENT

SIGNATURE

Date _____, 20__

BIDDER'S STATEMENT

I HEREBY CERTIFY the Insurance Coverage Requirements of these specifications and agree to comply in full if awarded this contract.

NAME OF BIDDER

SIGNATURE

Date _____, 20__

(REVISED 4/10)

EXHIBIT A

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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, affection-al 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, up-grading, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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, race, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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

The contractor and the Atlantic County Utilities Authority, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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’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 written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

APPENDIX B
NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

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

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2 – ADDITIONAL INFORMATION:

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PART 3 – CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Owner of the project are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and/or the Owner and that the State and/or the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

BIDDER'S STATEMENT OF QUALIFICATIONS

The bidder is required to provide evidence to the Owner that he is qualified to perform the contract work. This evidence shall include, but shall not be limited to a statement of work of a similar nature to the contract work that the bidder has performed in the last five years, and such other evidence as the bidder shall deem relevant to his qualifications and experience. The Owner reserves the right, in its sole judgment, to request such other and further information and undertake such other investigation as it shall consider necessary to determine the bidder's qualifications and responsibility. By the act of bidding the bidder consents to such additional investigation.

BIDDER'S STATEMENT (Use additional sheets if necessary.)

Are additional sheets attached? Yes No

STATEMENT MUST BE CERTIFIED BELOW:

I hereby certify that the foregoing statements are true and recognize that if any statement herein is willfully false I am subject to punishment.

Dated: _____

SIGNATURE

PRINT NAME AND TITLE

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

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

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

ATLANTIC COUNTY UTILITIES AUTHORITY
REDID FOR SUPPLY OF CAUSTIC SODA
PROPOSAL AND CERTIFICATION FORM
PAGE 1 OF 2

The below-named bidder, having read and being familiar with the instructions to bidders and the Specifications, and intending to be legally bound hereby, submits the following proposal to the Atlantic County Utilities Authority:

I(we) will deliver all items and/or perform all work as set forth in the Specifications, without additional cost or exceptions of any kind, for the total lump sum price set forth below:

INITIAL FIRM FIXED PRICE (JANUARY 1 – JUNE 30, 2023):

252,000 LBS @ \$ _____ /LBS = TOTAL \$ _____
(Set forth full price in dollars)

(Set forth full price in words)

FIXED PRICE FOR OPTIONAL SIX MONTH EXTENSION (JULY 1 – DECEMBER 31, 2023):

252,000 LBS @ \$ _____ /LBS = TOTAL \$ _____
(Set forth full price in dollars)

(Set forth full price in words)

[CONTINUED ON NEXT PAGE](#)

ATLANTIC COUNTY UTILITIES AUTHORITY
REBID FOR SUPPLY OF CAUSTIC SODA
PROPOSAL AND CERTIFICATION FORM
PAGE 2 OF 2

CERTIFICATION

1. I hereby state that the goods or services offered by this bid shall be provided exactly as set forth in the specifications, without exception of any kind, unless said exception is specifically stated in writing as a part of this bid. With respect to any such exception, I recognize that the Authority reserves the right to reject any bid which, by reason of exceptions taken, is in the Authority's judgment nonconforming to the specifications.

2. I hereby certify that I have read the Proposal submitted herewith and that I am authorized to make this proposal on behalf of the business entity whose name appears in it. I further certify that all items listed and all computations are accurate and have been verified.

3. The required bid bond has been executed in favor of the Atlantic County Utilities Authority. I acknowledge, on behalf of the business entity submitting this proposal, that should the proposer fail to enter into a contract after award of same the bid bond or check submitted herewith shall be forfeited. I further state that I am authorized to execute this Proposal on behalf of my principal.

I hereby certify that the foregoing statements made by me are true and recognize that if any statement made herein is willfully false I am subject to punishment.

SIGNATURE OF BIDDER: _____ DATE: _____

NAME AND TITLE (PRINT OR TYPE): _____

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

PHONE NO.: _____

EMAIL: _____

FED ID NO.: _____

ACKNOWLEDGEMENT OF ADDENDA

To be completed and signed below.

Return with bid.

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The Respondent shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

No Addenda Received

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

ATLANTIC COUNTY UTILITIES AUTHORITY
BID DOCUMENT CHECKLIST

PLEASE VERIFY THAT THE LISTED ITEMS ARE SUPPLIED AND HAVE BEEN FULLY AND PROPERLY EXECUTED AND, ON MAKING THAT VERIFICATION, CHECK OFF EACH ITEM:

1. PROPOSAL AND CERTIFICATION FORM(S) – **(SIGNED)** _____
2. REQUIRED ELEMENTS AS LISTED IN TECHNICAL SPECIFICATIONS _____
3. STATEMENT OF QUALIFICATIONS **(SIGNED)** _____
4. STATEMENT OF OWNERSHIP DISCLOSURE OF OWNERSHIP FORM **(SIGNED)** _____
5. BID BOND/CONSENT OF SURETY ON REQUIRED ACUA FORM
(FULLY EXECUTED WITH POWER OF ATTORNEY) _____
6. CHECK, IF SUPPLIED IN LIEU OF SURETY BID BOND
(CERTIFIED OR CASHIER'S CHECK) _____
7. RECEIPT OF ADDENDA FORM **(SIGNED)** _____
8. ALL APPLICABLE WARRANTIES _____
9. W-9 FORM **(Please include a current copy with your submission)** _____

THE FOLLOWING DOCUMENTS ARE DUE PRIOR TO THE CONTRACT AWARD. BIDDER'S ARE STRONGLY ENCOURAGED TO PROVIDE WITH THEIR BID DOCUMENT:

1. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(INCLUDING FOR ALL LISTED SUBCONTRACTORS) _____
2. PUBLIC WORKS REGISTRATION CERTIFICATE
(INCLUDING FOR ALL LISTED SUBCONTRACTORS) _____
3. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EVIDENCE _____
4. INSURANCE DOCUMENT CHECKLIST _____
5. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM **(SIGNED)** _____

SIGNATURE

PRINT NAME AND TITLE

BIDDER NAME

ATLANTIC COUNTY UTILITIES AUTHORITY

TECHNICAL SPECIFICATIONS

BID NUMBER: 2022-WW-10

BID TITLE: REBID FOR SUPPLY OF CAUSTIC SODA

BID RELEASE DATE: NOVEMBER 10, 2022

BID OPENING DATE: DECEMBER 2, 2022
11:00 A.M., LOCAL TIME

ACUA CONTACT: OREN R. THOMAS, IV, RPPO, QPA
Purchasing Manager

EMAIL: rthomas@acua.com

FAX: (609) 272-6936

Please refer to instructions to Bidders section for information regarding bidding forms and requirements. If there are any questions of a technical nature, contact the person named above.

DESCRIPTION

The Atlantic County Utilities Authority is soliciting Bid Proposals for the Supply of Caustic Soda for its Wastewater Treatment Plant, located at 1801 Absecon Blvd., Atlantic City, N.J. 08401. The solution must have a concentration by weight of Caustic Soda no less than 50%. Certificates of quality assurance testing must be submitted with each delivery. The ACUA reserves the right to request spot testing if quality is in question.

PACKAGING AND SHIPPING

Bulk delivery orders of totes in the range of 2700 – 3000 lbs deliveries per tote.

POINTS OF DELIVERY

Deliveries to be made to the Atlantic County Utilities Authority Wastewater Treatment Plant, located at 1801 Absecon Boulevard, Atlantic City, New Jersey 08401.

QUANTITIES REQUIRED

It is anticipated that a Maximum of 252,000 lbs of Caustic Soda will be required for the original contract term and if the ACUA exercises the option to extend the contract for the second 6-months then the estimate will double to 511,000 lbs.

The minimum requirement is zero (0).

DELIVERY

Deliveries shall be made within forty-eight (48) hours after placement of each order. The Treatment Plant will accept deliveries at any time, day or night, seven days a week.

DELIVERY AND DELIVERY REQUIREMENTS

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The ACUA reserves the right to refuse any and all deliveries made with equipment that is poorly maintained. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid Caustic Soda should the spill be caused by the contractor during the off-loading process. If the spill is not cleaned up, the ACUA will hire a certified hazardous material handling company to clean up the spill, and the cost of such services will be charged to the Contractor and deducted from the amount due to the Contractor. If the ACUA's unloading equipment should fail, and the spillage is not the fault of the Contractor or its' subcontractor, the contractor shall be relieved of cleanup of the spill.

FREIGHT

Freight charges are to be included in the proposal price.

PROPOSAL FORMS

It is required that all bidders submit pricing for the first 6-month with an option to extend the contract for the second 6-months. All bidders must bid on the base bid and the extension. Failure to do so will be cause for rejection of the Bidder's Proposal. If a contract is awarded, the Authority will select the lowest responsible and responsive bid which in its sole judgment appears to be the most advantageous.

DURATION OF CONTRACT; TERMINATION

Original Term: Six months beginning 12:01 a.m. January 1, 2023 and ending at midnight June 30, 2023. This contract may be terminated only in the event of material breach.

Extended Term: The ACUA has the option for the price bid to extend the term for a second six months beginning 12:01 a.m. July 1, 2023 and ending at midnight December 31, 2023. This contract may be terminated only in the event of material breach.

To All Respondents:

REMINDER!

Did you sign all of the bid documents?

All bid documents returned to the ACUA should be signed with original signatures.

Failure to sign all bid documents may be cause for disqualification and rejection of the bid.

Oren R. Thomas, IV
Purchasing Manager, QPA

