

**THE BORDENTOWN SEWERAGE AUTHORITY
954 Farnsworth Avenue
P.O. Box 396
Bordentown, New Jersey 08505
(609) 291-9105
Fax: (609) 291-9079**

REQUEST FOR SEALED BIDS

**Contract 2023-C15
Liquid Inorganic Sulfur Dioxide,
Sodium Hypochlorite, Dense Soda Ash, and Liquid Ammonium Sulfate**

BID DATE AND TIME:

**Thursday, August 10, 2023
at 2:00 p.m., prevailing time**

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by The Bordentown Sewerage Authority at its offices at 954 Farnsworth Avenue, Bordentown, New Jersey 08505 on:

Thursday, August 10, 2023 at 2:00 p.m., prevailing time

for the following goods or services:

**Contract 2023-C15
Liquid Inorganic Sulfur Dioxide, Sodium Hypochlorite,
Dense Soda Ash, and Liquid Ammonium Sulfate
Effective December 1st**

A complete description of the goods and services to be provided under this Contract, as well as estimated quantities, is contained in the bid documents. **Any interested bidder may obtain a complete copy of the bid documents from our website at the following address: www.bordentownsa.org/proposalscontracts/contracts-bid.**

Bids must be made on the standard bid form in the manner designated in the bid documents and must be enclosed in a sealed envelope bearing the name and address of the bidder and the name and number of the contract identified on the outside, addressed to the Administrative Manager, The Bordentown Sewerage Authority, 954 Farnsworth Avenue, Bordentown, New Jersey 08505.

The signed bid must be delivered to the place indicated on or before the date and hour named above. Late bids will not be accepted or considered. The Authority assumes no responsibility for bids mailed or misdirected in delivery.

All bids and contracts shall be subject to the provisions of P.L.1977, c.33 requiring submission of a statement of corporate ownership and the provisions of P.L.1975, c.127 concerning equal employment opportunity and affirmative action. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The Authority reserves the right to reject any and all bids, in whole or in part, and to waive any immaterial defect or informality in any bid as may be permitted by law.

Thomas M. Redwood _____

Thomas M. Redwood, Executive Director

I. INSTRUCTIONS TO BIDDERS

- A. The Bordentown Sewerage Authority, 954 Farnsworth Avenue, Bordentown, New Jersey 08505 (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders.
- B. Sealed bids will be received by the Authority at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and announced.
- C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as described in the Notice to Bidders, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID", with the contract name and number indicated.
- D. It is the bidder's responsibility to see that bids are presented to the OWNER at or before the hour and at the place designated. Bids may be hand delivered or mailed; the OWNER, however, disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated date and time will be returned unopened.
- E. Sealed bids forwarded to the OWNER before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence that the individual requesting the withdrawal of the bid is or represents the bidder and has the authority to request a withdrawal of the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person who signs the bid.
- G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the bid. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER. As specified, placement

may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience.

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

J. The OWNER is exempt from any local, state or federal sales, use or excise tax.

K. Estimated Quantities are merely estimates and are given solely for the purpose of providing a uniform basis for comparison of bids. The OWNER has attempted to identify the items and the estimated amounts of each item bid to cover its requirements; however, the amount ordered may be significantly different than that estimated for bidding. The OWNER shall have the right to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED and the bidder shall only be paid the unit prices for the quantities actually provided to the OWNER under this contract.

L. The successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require or issue same. The cost of obtaining all necessary permits shall be included in the bid price.

II. BID SECURITY

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

A. BID GUARANTEE

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

If required, failure to submit this shall be cause for rejection of the bid.

B. CONSENT OF SURETY

The bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the OWNER stating that it will provide the bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of the bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

If required, failure to submit this shall be cause for rejection of the bid.

C. PERFORMANCE, LABOR AND MATERIAL (PAYMENT) BOND

The successful bidder shall simultaneously with the delivery of the executed contract submit an executed performance bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the OWNER, in the amount of one hundred percent (100%) of the bid amount as security for the faithful performance of this contract and to guarantee payment to laborers and suppliers for the labor and material furnished in the performance of this contract. The form of the bond shall comply with N.J.S.A. 2A:44-147.

If required, failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

D. MAINTENANCE BOND

N/A

The successful bidder shall upon acceptance of the work submit a maintenance bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the OWNER, in the amount of 10% guaranteeing against defective work or materials for the period of: _____ 1 Year _____ 2 Years

The performance bond provided shall not be released until final acceptance of the entire work to be performed under this contract and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed, furnished and approved by the OWNER.

E. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The bidder shall submit with the bid a completed Acknowledgement of Receipt of Addenda form.

If required, failure to submit this shall be cause for rejection of the bid.

F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

The bidder shall submit with the bid a completed Disclosure of Investment Activities in Iran form pursuant to Public Law 2012, c. 25

If required, failure to submit this shall be cause for rejection of the bid.

G. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

The bidder shall submit with the bid a completed Certification of Non-Involvement in Prohibited Activities in Russia or Belarus form pursuant to Public Law 2022, c. 3

If required, failure to submit this shall be cause for rejection of the bid.

III. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the OWNER. The bidder is expected to examine the specifications and related documents with care and observe all requirements contained therein. The bidder accepts the obligation to become familiar with these specifications.

B. Ambiguities, errors or omissions noted by bidders should be reported in writing to the OWNER no less than three (3) business days prior to the opening of bids, as provided by N.J.S.A. 40:11-13. In the event that the bidder fails to notify the OWNER of such ambiguities, errors or omissions as required by law, challenges filed after that time shall be considered void and the bidder shall be bound by its bid.

C. No oral interpretation of the meaning of the bid documents will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the OWNER. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any interpretations and any supplemental instructions by the OWNER will be in the form of written addenda to the specifications and will be made available on the Authority's website; www.bordentownsa.org/proposalscontracts/contracts-bid, in accordance with N.J.S.A. 40A:11-23. All addenda shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The OWNER'S interpretations or corrections of the bid documents shall be final.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

IV. GENERAL CONDITIONS

A. Contract Documents

The Notice to Bidders, this entire Request for Sealed Bids (including, but not limited to Specifications, Bid Proposal, Statement of Corporate Ownership, Affirmative Action Requirements, Non-Collusion Affidavit and Performance Bond, if applicable), Bid Bond and Contract are, and shall be taken to be the Contract Documents. Every provision of law required by law to be inserted in the contract shall be deemed to be inserted therein, and the contract shall be read and enforced as though it were so included.

B. Independent Contractor

The vendor shall be and remain an independent contractor with respect to all services performed hereunder. All goods and services to be provided, from the execution to the completion of the contract, and until final acceptance, shall be under the charge and in the care of the vendor and at its risk. The vendor agrees to and does hereby accept full liability for the payment of any and all contributions or taxes for social security, unemployment insurance, federal withholding tax or retirement benefits, pensions or annuities, now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the vendor on work performed under the terms of this contract. The vendor agrees to comply with all rules and regulations and other lawful requirements which are now or hereafter issued or promulgated under said respective laws by state or federal authorities. The vendor agrees to indemnify and save harmless the OWNER from any such contributions or taxes or liability thereof.

C. Statement of Quantities

The quantities of the materials to be furnished under this contract as given in the Notice to Bidders, the Request for Sealed Bids or Specifications or otherwise attached hereto are estimates and are to be used solely as a uniform basis for comparing proposals. The OWNER shall not be held responsible if any of the estimated quantities are incorrect or omitted and the vendor shall not make any claim for damages or for loss of profits because of a difference between the estimated quantities and the quantities actually provided. Any error, omission or misstatement in the estimated quantities shall not invalidate the contract or release the vendor from the execution and completion of the contract in accordance with the Contract Documents, or entitle it to any damages or any compensation that is greater than that which is specified in the Contract Documents. The bidder shall only be paid the unit prices for the quantities actually provided to the OWNER under this contract.

D. Defective Materials

In the event that the materials are not delivered as specified in the Contract Documents, the OWNER may, at its discretion, purchase the materials from an alternate source of supply. If the expense to the OWNER exceeds the price quoted by the vendor, the vendor shall pay the difference to the OWNER. In computing the amount to be paid to the OWNER, all costs related to the ordering and receipt of the materials from an alternate source shall be included.

Any materials that are defective or that do not comply with the specifications shall be immediately removed by the vendor upon request of the OWNER. If the vendor fails to remove the defective or non-complying goods within seven (7) days from the date of the written notice, the OWNER may remove them and charge the expense thereof to the vendor.

Any expense charged to the vendor pursuant hereto will be deducted and paid by the OWNER out of any monies that are or may become due to the vendor under the contract; if such monies are not sufficient to repay the OWNER, the additional monies shall be paid directly by the vendor.

V. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

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

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

C. In submitting its bid, the bidder certifies that the merchandise to be furnished shall 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 indemnify and save the OWNER harmless from any damages resulting from claims for infringement, including counsel fees and expenses of suit or defense.

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

E. Wherever practical and economically advantageous to the OWNER, recycled or recyclable products may be provided. The bidder must indicate when recycled products are being offered; otherwise, it shall be presumed and required that new materials as described in the proposal be delivered.

F. In accordance with N.J.S.A. 40A:11-13(d), any proprietary goods or services that are stipulated in the specifications to be provided or performed, shall be provided or performed since the special need for such proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is awarded.

VI. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be provided in not less than the statutory limits and shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.

2. General Liability Insurance

This insurance shall be provided with limits of not less than \$2,000,000 per Occurrence with a \$2,000,000 Policy Aggregate limit. Policy must include Premises and Operations coverage along with Products and Completed Operations coverage. Insured will name Bordentown Sewerage Authority as an Additional Insured for Ongoing and Completed Operations coverage. Policy shall be maintained in force during the life of this contract by the bidder.

3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired, and non-owned vehicles shall be provided with limits of not less than \$2,000,000 per Occurrence. Policy shall be maintained in force during the life of this contract by the bidder.

4. Pollution Liability Insurance

This insurance shall be provided with limits not less than \$2,000,000 per Occurrence with a \$2,000,000.00 Policy Aggregate limit. Policy shall be maintained in force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

C. Indemnification

The bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected, including counsel fees and expenses of suit or defense, by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this contract.

VII. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

The successful bidder shall be required to comply with, and shall not be issued a contract unless it complies with, the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27.

The vendor must submit, within seven (7) days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the OWNER shall provide the vendor with an initial Affirmative Action Employee Information Report (AA-302), which shall be completed and filed by the vendor.

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder agrees to comply with the Americans with Disabilities Act as it applies to this contract and agrees that the provisions of Title II of the Act are made a part of this contract. The successful bidder shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected, including counsel fees and expenses of suit or defense, by reason of any violation by the bidder with this Act.

C. Stockholder Disclosure

The successful bidder shall comply with Chapter 33 of the Public Laws of 1977, which provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or

of all individual partners in the partnership who own a ten percent (10%) or greater interest therein. The stockholder disclosure form shall be completed and attached to the bid proposal.

D. The New Jersey Worker and Community Right to Know Act

The successful bidder shall comply with all applicable federal and state statutes and regulations concerning the manufacture, sale, supply, delivery or use of any hazardous substance. If applicable, the successful bidder shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The successful bidder shall ensure that each container is properly labeled and shall supply all applicable Material Safety Data Sheets (MSDS).

E. Non-Collusion Affidavit

The Non-Collusion Affidavit provided as part of these bid documents shall be properly executed and submitted with the bid proposal.

F. Business Registration Required

1. A contractor shall provide the OWNER with the business registration certificate (as defined in N.J.S.A. 52:32-44) of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

2. A subcontractor shall provide a copy of its business registration to the contractor who shall forward it to the OWNER. No contract with a subcontractor shall be entered into by the contractor under any contract with the OWNER unless the subcontractor first provides proof of valid business registration. The contractor shall notify all subcontractors by written notice of the subcontractor's obligation to comply with this provision.

3. The contractor shall maintain and submit to the owner a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

G. Collection of Use Taxes

For the term of this contract, a contractor or a contractor with a subcontractor that enters into a contract with the OWNER, and each of the affiliates of the contractor or subcontractor (as defined by N.J.S.A. 52:32-44(g)(3)), 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", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State.

VIII. METHODS OF AWARD

A. The contract shall be for a term of 12 consecutive months unless otherwise noted in the specifications. The contract may be extended by agreement of the parties for no more

than one two-year or two one-year extensions in accordance with the terms and conditions contained in N.J.S.A. 40A:11-15, provided that the contract shall not be extended so that it runs for more than five (5) consecutive years, and any price for services performed during the subsequent extensions shall be based upon the price of the original contract and with an increase not to exceed the change in the Index Rate as stipulated in N.J.S.A. 40A:11-15.

B. The OWNER may award the work on the basis of the base bid, combined with such alternates, deducts or options as selected. If the award is to be made on the basis of a base bid only, or on the basis of a combination of a base bid combined with such alternates, deducts or options as selected, it will be made to the lowest responsible bidder.

C. The OWNER may also elect to award the work on the basis of line items or unit prices, whichever is the most advantageous to the OWNER.

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

IX. REJECTION OF BIDS

A. The OWNER may reject any or all bids:

1. For any reason stated in N.J.S.A. 40A:11-13.2;

2. For prior negative experience, as defined in N.J.S.A. 40A:11-4;

3. For any other reason permitted by law; and

4. For failure of the successful bidder to enter into a contract with the OWNER within ten (10) days of the notice of award of the contract.

X. DELAYS AND EXTENSION OF TIME FOR COMPLETION

A. The Owner shall have the right to defer the beginning or to suspend the whole or any part of the work herein contracted to be done whenever, in the opinion of the Owner or Engineer, it is necessary or expedient for the Owner to do so. If the Contractor is delayed in the completion of the work by such deferral or suspension or by strikes, lock outs, fire, delay of common carriers, unavoidable casualties, delays caused by other contractors, subcontractors or suppliers or for any other reason outside of the control of the Owner, then for all such delays and suspensions, the Contractor shall be allowed one day additional to the time herein stated for each and every day of such delay so caused in the completion of the work, the same to be determined by the Engineer. No such extension shall be made for any of such delays unless within ten (10) days after the beginning of such delay, a written request for additional time is filed by the Contractor with the Engineer. In case of a continuing cause of delay, only one request shall be necessary.

B. Nothing herein shall limit the Contractor's remedy for the Owner's negligence, bad faith, active interference, tortious conduct or other reasons un contemplated by the parties

that delay the Contractor's performance, to giving the Contractor an extension of time for performance under this contract. In such cases, the Contractor may claim as additional compensation only the amount of any additional out-of-pocket expenses actually incurred as a result of such action by the Owner. No claim for such damages shall be given unless within ten (10) days after the beginning of such delay, a written request for additional compensation shall be filed with the Engineer. In case of a continuing cause of delay, only one request shall be necessary. The Contractor shall provide the Owner and the Engineer with such documentation as may be requested to verify the claim for reimbursement of actual additional out-of-pocket expenses.

XI. TERMINATION OF CONTRACT

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

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

C. The vendor agrees to indemnify and hold the OWNER 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 OWNER under this provision.

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

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

XII. SPECIFICATIONS

The specifications for the goods and services to be provided under this contract are contained in the section "Specifications" which is attached hereto and made a part hereof.

Specifications follow on succeeding page.

SPECIFICATIONS
Contract 2023-C15
Liquid Inorganic Sulfur Dioxide

Supply in 1-ton containers, Liquid Inorganic Sulfur Dioxide

Molecular Formula - SO₂
Molecular Weight - 64.06
Boiling Point - (-)10°C
Specific Gravity - 1.434 @ 0°
CAS Number - 7446-09-5

Sulfur Dioxide containers must have:

- Convex inward heads and sides crimped inward to form chimes which provide substantial grip for lifting of the container.
- 6 fusible metal plugs - 3 in each end.
- 2 operating valves at one end, each with an education pipe inside the container, terminating near the side wall - 180° from one another.
- A positively identifiable permanently stamped date of hydro testing no older than 4½ years stamped on chime of valve end.
- Valve protection hood securely fastened in place over valves.
- Proper D.O.T. identification information attached.
- No dents or other visible damage.
- Tare weight stamped on chime of valve end.
- Water capacity stamped on chime of valve end.
- Owners or builders identifying symbol and serial number of container.

Anticipated quantity for 1 year is approximately 14 containers. Sulfur Dioxide will be delivered 1 container per order. Delivery must be made within 1 week from receipt of order.

Delivery must be via flat bed truck meeting D.O.T. requirements for Sulfur Dioxide transportation. The Authority's overhead hoist will remove containers from the truck. No unloading by the truck driver will be allowed.

Deliveries will be accepted 7:45 A.M. through 3:00 P.M., Monday through Friday. No weekend or holiday deliveries will be accepted.

Upon arriving on site, the driver is required to check in at the front office so Bordentown Sewerage Authority personnel can direct the driver to unloading area and complete the loading/unloading operation. At no time is the driver to proceed directly to the loading area.

Prices quoted will be F.O.B. Destination, Freight Prepaid.

Bills must be submitted with a signed Authority purchase order/voucher. Bills will be paid at the next bill paying meeting following receipt of bills and signed purchase order/voucher.

Contract will be for a period of 2 years.

SPECIFICATIONS
Contract 2023-C15
Sodium Hypochlorite

Sodium Hypochlorite, otherwise known as "bleach" or Hypochlorous Acid, Sodium Salt or NaOCl, or Hypochlorite Solution is to be supplied via bulk tank truck delivery for filling the Authority's storage containers.

Deliveries are to be made within 48 hours after notification is made by Authority personnel.

Delivered volume will be approximately 1,000 gallons, more or less.

% (percent) by weight of components is as follows:

Sodium Hydroxide (NaOH)-	0.2%
Sodium Hypochlorite	- 12.5 - 15%
Water	- balance of solution

Present estimates as to volume needed are 12,000 gallons per year.

Delivery truck will be so equipped as to unload solution by means other than gravity.

Delivery truck must have ample hose (at least 60 feet) to reach the Authority's storage vessels and be equipped with shut off valve for flow control during movement of hose between vessels in order to avoid spillage.

The quantity of sodium hypochlorite delivered for which payment will be made will be the actual number of gallons delivered in accordance with these specifications. The quantity shall be measured in accordance with the metered delivery ticket provided with each delivery. The supplier shall provide independent certification of meter accuracy, if required by the Authority. As an alternative, the quantity of sodium hypochlorite delivered will be determined by Authority personnel by calculated measurement on side of storage tank, not supplier's delivery slip weight ticket.

Deliveries will be accepted 7:45 A.M. through 3:00 P.M., Monday through Friday. No weekend or holiday deliveries will be accepted.

Upon arriving on site, the driver is required to check in at the front office so Bordentown Sewerage Authority personnel can direct the driver to unloading area and complete the unloading operation. At no time is the driver to proceed directly to the loading area.

Prices quoted will be F.O.B. Destination, Freight Prepaid.

Bills must be submitted with a signed Authority purchase order/voucher. Bills will be paid at the next bill paying meeting following receipt of bills and signed purchase order/voucher.
Contract will be for a period of 2 years.

SPECIFICATIONS
Contract 2023-C15
Dense Soda Ash

Sodium Carbonate, Anhydrous, is a white granular material.

Meets Federal Specifications O-S-571-F Type III
Meets AWWA Standard B201-18
CAS Number - 497-19-8
CAS Number Name - Carbonic Acid Disodium Salt
Grade - Technical
Molecular Weight - 105.99
Molecular Formula - Na_2CO_3
Specific Gravity - 2.533
Bulk Density - 66-68 lbs/cu. ft.

Analysis:

Na_2CO_3	99.6% minimum
Na_2O	58.3% minimum
Na_2SO_4	0.15% maximum
NA Cl	0.08% maximum
Iron	0.001% maximum

Screen (cumulative percent):

on 30 mesh	5% maximum
on 100 mesh	90% minimum
on 200 mesh	98% minimum

Pneumatic unloading is required from bulk truck carrying a minimum of 40,000 lbs. through 4" quick disconnect filler pipe to our silo.

Estimated quantity needed per year is 13 truck loads delivered as requested periodically by the Bordentown Sewerage Authority. **Truck loads should have a minimum of 40,000 lbs. and a maximum of 50,000 lbs. per delivery.** Delivery must be made within 1 week of receiving order from the Authority.

Deliveries will be accepted 7:45 A.M. through 2:30 P.M, Monday through Friday. **The truck must be unloaded and have left the site by 4:00 P.M. No weekend or holiday deliveries will be accepted.**

Upon arriving on site, the driver is required to check in at the front office so Bordentown Sewerage Authority personnel can direct the driver to unloading area and complete the unloading operation. There are controls associated with the silo that need adjusting during unloading. At no time is the driver to proceed directly to the loading area. Prices quoted will be F.O.B. Destination, Freight Prepaid.

Bills must be submitted with a signed Authority purchase order/voucher. Bills will be paid at the next bill paying meeting following receipt of bills and signed purchase order/voucher.

Contract will be for a period of 2 years.

SPECIFICATIONS
Contract 2023-C15
Liquid Ammonium Sulfate

Supply in 275 gallon containers, Liquid Ammonium Sulfate 40% solution.

Molecular Formula: $(\text{NH}_4)_2\text{SO}_2$

Percent Ammonium Sulfate: 39% - 41%

Specific Gravity: 1.22 – 1.24

pH of Solution: 6 – 7

Appearance: Clear, pale yellow to amber color liquid, no odor, well mixed.

Ammonium Sulfate 40% solution supplied under this contract shall be tested and certified as meeting the specifications; American Water Works Association Standard B302-23 (AWWA Standard B302-23) and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) and accompanied by a Certificate of Analysis.

Present estimates as to volume needed are 1,925 gallons per year. Ammonium Sulfate will be delivered one (1) tote containing 255-275 gallons, per delivery. Tote shall be equipped with a 2 inch male cam lock Type F fitting. Delivery must be made within 48 hours from receipt of order.

Deliveries will be accepted 7:45 A.M. through 3:00 P.M., Monday through Friday. No weekend or holiday deliveries will be accepted.

Delivery truck will be so equipped with lift gate and motorized fork lift to facilitate safe unloading of 275 gallon totes to point of connection to the Authority's delivery system and to minimize driver time on site.

Upon arriving on site, the driver is required to check in at the front office so Bordentown Sewerage Authority personnel can direct the driver to unloading area and complete the unloading operation. At no time is the driver to proceed directly to the loading area.

Prices quoted will be F.O.B. Destination, Freight Prepaid.

Bills must be submitted with a signed Authority purchase order/voucher. Bills will be paid at the next bill paying meeting following receipt of bills and signed purchase order/voucher.

Contract will be for a period of 2 years.

BID PROPOSAL

TO THE BORDENTOWN SEWERAGE AUTHORITY:

The undersigned bidder hereby declares that it has carefully examined the specifications, proposal and contract documents; and that it will agree to carry out the complete contract as specified and delineated at the price per unit measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the Total Price for the entire contract stated by the undersigned in the Schedule is based on estimated quantities. Unit prices, if requested, will control in the awarding of the contract, and payment will be made only for the actual quantity of authorized work done under each scheduled item. Otherwise, if no unit prices are requested, the Total Price for the work will control in the awarding of the Contract.

It is further understood that the following procedure will be used to correct numerical discrepancies found in the Schedule of Prices following:

1. All Unit Prices and the Total Price for the entire contract shall be expressed in both words and figures, and in case of discrepancy, the written price shall govern over the price stated in figures.
2. If unit prices are requested and it is found that the written Total Price for the entire contract is incorrectly computed, then changes will be made in the Total Price so as to attain conformity with the unit prices before the contract is executed.

Delivery will be made to the OWNER periodically upon notice from the OWNER in reasonable quantities. The bid unit prices include delivery to the place designated for delivery in the Specifications.

Attached to this Bid Proposal is the completed Statement of Corporate Ownership, Affirmative Action Requirements, Non-Collusion Affidavit and the bid security (cashier's check, certified check, or bid bond) made payable to the order of the OWNER.

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

The undersigned proposes to furnish all labor, materials and equipment required to do all work in accordance with Specifications and other Contract Documents prepared by the OWNER at and for the following Prices:

Please complete the following bid proposal sheet

BID PROPOSAL SHEET
Contract 2023-C15
Liquid Inorganic Sulfur Dioxide, Sodium Hypochlorite,
Dense Soda Ash, and Liquid Ammonium Sulfate

Liquid Inorganic Sulfur
Dioxide in ton containers \$ _____/100 lbs. delivered (including
all container fees and charges) _____ Dollars
(12 1-ton containers per year for 2 years maximum)

Containers are to be carried on a memorandum basis by the supplier. The Authority will not pay demurrage on any container.

Sodium Hypochlorite \$ _____/gallon delivered
_____ Dollars
(12,000 gallons per year for 2 years maximum)

Dense Soda Ash \$ _____/100 lbs. delivered
_____ Dollars
(50,000 lbs maximum per truck load with maximum of 12 truck loads per year for 2 years)

Liquid Ammonium Sulfate \$ _____/gallon delivered (including all
container fees and charges) _____ Dollars
(1,375 gallons per year for 2 years maximum)

Bidders may bid on one or more of the chemicals. Separate contracts may be awarded.

Bidder: _____

Type or Print Name and Title: _____

Signature: _____

Date: _____

The bidder offers the following information relative to the ability and financial resources available to it for the fulfillment of the contract:

ABILITY: The Contractor has performed similar work for the following (Give name, address, description, size and dates for each reference):

FINANCIAL RESOURCES: The Contractor has accounts at the following banks and financial institutions (Give name, address, telephone number and account number):

Upon request the bidder shall amplify the foregoing statements as necessary to satisfy the OWNER concerning its ability to successfully perform the work in a satisfactory manner.

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

Bidder: _____

Type or Print Name and Title: _____

Signature: _____

Date: _____

**Bordentown Sewerage Authority
MISCELLANEOUS CHEMICALS – Contract 2023-C15**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Addenda will be posted on the Authority’s website:
<https://bordentownsa.org/proposalscontracts/contracts-bid/>

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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 Bordentown Sewerage 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 the Authority to notify the Authority 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 Authority, permitting the Authority to declare any contract(s) resulting from this certification void and unenforceable.

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NON-COLLUSION AFFIDAVIT

State of New Jersey

ss:

County of _____

I, _____ residing in _____
(type or print name of affiant) (name of municipality)
in the County of _____ and State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

("Bidder"), the bidder submitting the within bid to The Bordentown Sewerage Authority. I executed the within bid on behalf of the Bidder with full authority to do so. The Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with this bid. All statements contained in the within bid, any attachment thereto and in this affidavit are true and correct, and made with full knowledge that The Bordentown Sewerage Authority relies upon the truth of the statements contained therein in awarding the contract that is the subject of this bid. No person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder.

Subscribed and sworn to
before me this
_____ day of _____, 2023.

**FORM OF PERFORMANCE BOND
PURSUANT TO N.J.S.A. 2A:44-147**

Know all men by these presents, that we, _____,
as principal, and _____, as surety, are hereby held
and firmly bound unto The Bordentown Sewerage Authority 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 _____, 2023.

The condition of the above obligation is such that whereas, the above named
principal did on the _____ day of _____, 2023, enter into an
agreement with The Bordentown Sewerage Authority to _____

_____ which agreement 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 it to be done and performed accordingly to the terms of said agreement, 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 or teams, fuels, oils implements or
machinery furnished, used or consumed in the carrying forward, performing or completing
of said agreement, we agreeing and assenting that this undertaking shall be for the benefit
of any beneficiaries as defined by 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 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 agreement or in or to the plans or specifications
therefore shall in anywise affect the obligation of said surety on its bond.

As to Principal:

As to Surety:

[Name]

[Name]

By: _____

By: _____

Attachments: Acknowledgment of Signature on Behalf of Surety
Power of Attorney
N.J. Surety Disclosure Statement and Certificate (N.J.S.A. 2A:44-143)

**BORDENTOWN SEWERAGE AUTHORITY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bidder/Offeror: _____

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's 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 Executive Director finds a person or entity to be in violation of law, s/he 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 debarment or 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 is 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 or more 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: 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.

COMPLETE THE INFORMATION IN THE BOX BELOW TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH A SEPARATE SHEET WITH THE INFORMATION REQUESTED IN THE BOX BELOW FOR EACH ADDITIONAL ENTREE.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

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 Bordentown Sewerage Authority ("Authority") is 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 Authority to notify the Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, 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 Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

CONTRACT TITLE _____
CONTRACT NUMBER _____

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c. 3) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarusⁱⁱ. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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 debarment or suspension of the party.

CERTIFICATION

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the [Department of the Treasury's list](#) of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor, though not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor's activity in Russia and/or Belarus is set forth below.

Description of Prohibited Activity *(Attach Additional Sheets If Necessary.)*

Additional Certification of Federal Exemption and/or License

(Complete only if appropriate)

D. I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. A detailed description of how the Vendor's activity in Russia and/or Belarus is consistent with federal law, or is within the requirements of the federal exemption and/or license is set forth below. *(Attach Additional Sheets If Necessary.)*

Signature of Vendor's Authorized Representative

Print Name and Title of Vendor's Authorized Representative

Vendor's Name

Vendor's Address (Street Address)

Vendor's Address (City/State/Zip Code)

Date

Vendor's FEIN

Vendor's Phone Number

Vendor's Fax Number

Vendor's Email Address

Definitions

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

ⁱⁱ Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

one request shall be necessary. The Contractor shall provide the Owner and the Engineer with such documentation as may be requested to verify the claim for reimbursement of actual additional out-of-pocket expenses.

It is hereby mutually agreed that the OWNER is to pay and the Contractor is to receive the prices stipulated in the Proposal contained herein or annexed hereto, as full compensation for delivering and furnishing all services and materials and in all respects completing the work specified herein and for fully complying with the terms and conditions of this Contract.

The contract shall be for a term of 12 consecutive months unless otherwise noted in the specifications. The contract may be extended by agreement of the parties for no more than one two-year or two one-year extensions in accordance with the terms and conditions contained in N.J.S.A. 40A:11-15, provided that the contract shall not be extended so that it runs for more than five consecutive years, and any price for services performed during the subsequent extensions shall be based upon the price of the original contract and with an increase not to exceed the change in the Index Rate as stipulated in N.J.S.A. 40A:11-15.

The status of the Contractor in the work to be performed under the Contract is that of an independent contractor and not as an employee of the OWNER. As such, the work, in every respect, from the execution of the Contract and during progress of the work thereunder, and until final acceptance, shall be under the charge and in care of the Contractor and at its risk. The Contractor shall properly safeguard against any or all injury to the public, public and private property, materials and things, and, as such, the Contractor alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred in, or during the conduct or progress of the work without regard to whether the Contractor, his subcontractors, agents or employees, have been negligent.

The Contractor shall keep the OWNER free and discharged of any and all responsibility and liability therefore of any sort or kind whatsoever. The Contractor shall assume all responsibility for risks and casualties of every description and for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty or circumstance. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any State, county or local laws, statutes, ordinances or any and all rules and regulations promulgated thereunder.

The Contractor shall indemnify and save harmless the OWNER and all of its respective officers, agents and employees from all liability or suits or actions at law or in equity of any kind whatsoever arising from the failure of the Contractor to comply with the terms and conditions of the Contract, the plans and specifications or State statutes or local ordinances or any rules and regulations, or the claims of any subcontractors or materialmen, and the Contractor shall, if required by the OWNER, produce evidence of settlement of any such action before final payment under the Contract shall be made by the OWNER.

The Contractor shall, unless otherwise specified, maintain and pay for such insurance, issued in the name of the OWNER as will protect the OWNER from contingent

liability under this Contract. A copy of such insurance policy or policies shall be filed with the OWNER.

Subject to the applicable provisions of the law, this Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor.

Any suit brought by either party with respect to this Contract shall be filed only in the Superior Court of New Jersey, Burlington County, regardless of any rule or law involving diversity of citizenship, amount in controversy, residence of a party or venue.

No contract shall be entered into by the OWNER unless the contractor provides a copy of its business registration (as defined in N.J.S.A. 52:32-44) in accordance with law. In its sole discretion, the OWNER may waive this requirement with a business registration previously provided to the OWNER.

A subcontractor shall provide a copy of its business registration to the contractor who shall forward it to the OWNER. No contract with a subcontractor shall be entered into by the contractor under any contract with the OWNER unless the subcontractor first provides proof of valid business registration. The contractor shall notify all subcontractors by written notice of the subcontractor's obligation to comply with this provision.

The contractor shall maintain and submit to the owner a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

For the term of this contract, a contractor or a contractor with a subcontractor that enters into a contract with the OWNER, and each of the affiliates of the contractor or subcontractor (as defined by N.J.S.A. 52:32-44(g)(3)), 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", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State.

This Contract is subject to the New Jersey Affirmative Action Statute, N.J.S.A. 10:5-31 et seq. (P.L 1975, C. 127), N.J.A.C. 17:27, the parties agree as follows:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor 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.

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, 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 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at 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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

THE BORDENTOWN SEWERAGE AUTHORITY

By: _____
M. Ellen Gulbinsky, Chairwoman

ATTEST:

Aneka Miller, Secretary

[VENDOR] –
TO BE SIGNED AFTER AWARD OF CONTRACT
By: _____

ATTEST:
TO BE SIGNED AFTER AWARD OF CONTRACT

(SEAL)

ACKNOWLEDGMENT OF AUTHORITY SECRETARY

STATE OF NEW JERSEY)

ss.

COUNTY OF BURLINGTON)

On this day of , 2023, before me personally appeared Aneka Miller, who being by me duly sworn, said that deponent is the Secretary of the Bordentown Sewerage Authority and that M. Ellen Gulbinsky, is the Chairwoman; that deponent knows the corporate seal of the Authority and that the seal annexed to this Contract is such corporate seal; that this Contract was signed by the Chairwoman and the seal affixed thereto in the presence of the deponent; that this Contract was signed, sealed and delivered as the voluntary act and deed of the Authority pursuant to a Resolution duly adopted by the Authority; and at the execution thereof, the deponent subscribed his/her name to the Contract as a witness.

Sworn to and Subscribed
before me this day
of , 2023.

ACKNOWLEDGMENT OF CONTRACTOR IF CORPORATION

STATE OF)

ss.

COUNTY OF)

On this day of , 2023, before me personally appeared who being by me duly sworn, said that deponent is the Secretary of

 , the corporation named within and that is the President; that deponent knows the corporate seal of the corporation and that the seal annexed to this Contract is such corporate seal; that the Contract was signed by the President and the seal affixed thereto in the presence of the deponent; that this Contract was signed, sealed and delivered as the voluntary act and deed of the corporation pursuant to a Resolution of the Board of Directors; and that the execution thereof, this deponent subscribed his/her name to the Contract as a witness.

Sworn to and Subscribed
before me this day
of , 2023.
