

BAYSHORE REGIONAL SEWERAGE AUTHORITY



**CONTRACT FOR
FURNISHING AND DELIVERING OF ANNUAL CHEMICAL CONTRACTS
FOR A ONE (1) YEAR PERIOD
FOR
WASTEWATER TREATMENT FACILITY**

John Colligas Chairman
Louis Pisano Vice- Chairman
David Cohen..... Treasurer
Kathleen Parsells..... Asst. Treasurer
Frank A. Wells Secretary
James DiNardo Asst. Secretary

Robert C. Fischer, Executive Director

February 2010

NOTICE TO BIDDERS

BAYSHORE REGIONAL SEWERAGE AUTHORITY
MONMOUTH COUNTY, NEW JERSEY
for
**FURNISHING AND DELIVERING
OF OUR ANNUAL CHEMICAL CONTRACTS**

Sealed proposals for furnishing and delivering Annual Chemical Contracts for a one (1) year period to the Bayshore Regional Sewerage Authority (BRSA) will be received at the offices of the BRSA, 100 Oak Street, Union Beach, New Jersey, on Wednesday, March 10, 2010, at 2:00 P.M., prevailing time at which time and place, they will be publicly opened and read aloud.

The Annual Chemical Contracts to be furnished and delivered are as follows:

(1) Potassium Permanganate, (2) Sodium Hypochlorite solution and (3) Bioxide. Bidders are permitted to bid on any and all chemicals.

No bid shall be accepted by the BRSA unless the bidder provides it in writing and on the forms furnished herein, and unless accompanied by a bid security in the form of a bid bond, cashier's check, or certified check made payable to the Bayshore Regional Sewerage Authority. The bid guarantee shall be in the amount of 10% of the total Contract price, but not to exceed \$20,000. A Consent of Surety Statement shall also accompany the bid. Bidders are required to submit only the Proposal Form pages and not the entire booklet.

No bids shall be accepted after the date and time specified and may not be withdrawn within sixty (60) days of the date for receipt of bids. The BRSA will evaluate bids and any award will be made to the lowest responsive and responsible bidder whose bid conforms to this solicitation. The BRSA reserves the right to reject any and all bids, to waive any informality in any bid, and to accept that bid which, in its judgment, best serves the interest of the BRSA and its ratepayers.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq., Mandatory Affirmative Action Language.

The bidder is required to comply with the New Jersey business registration provisions of N.J.S.A. 52:32-44 which imposes certain requirements upon a business competing for, or entering into a contract with a public contracting agency. A copy of a business Registration Certificate issued by the Department of the Treasury, Division of Revenue must be submitted with your proposal.

Bidding documents may be examined and obtained from 9:00 a.m. to 4:00 p.m., Monday through Friday, at the offices of the BRSA, 100 Oak Street, Union Beach, New Jersey or on the BRSA web site, Bayshorersa.com. Bidders will be furnished with a copy of the documents by request upon proper notice.

By Order Of: Bayshore Regional Sewerage Authority

Frank A. Wells, Secretary

BAYSHORE REGIONAL SEWERAGE AUTHORITY
MONMOUTH COUNTY, NEW JERSEY

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INFORMATION FOR BIDDERS

1.0 Date And Place Of Opening Bid

The Bayshore Regional Sewerage Authority, herein called the Owner, will receive sealed bids for the furnishing and delivery of Annual Chemical Contracts to the Wastewater Treatment Plant located at 100 Oak Street, Union Beach, N.J. 07735.

Such bids, addressed to the Bayshore Regional Sewerage Authority will be received at the time and place stated in the notice to bidders and will thereafter be publicly opened and read aloud.

2.0 Qualifications Of Bidders

The Owner may make such investigation as he deems necessary to determine the ability of the bidder to furnish and guarantee the delivery of Annual Chemical Contracts and the bidder shall furnish to the owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to provide the services as specified.

Conditional bids may not be accepted.

3.0 Preparation of Bid

Each bid must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink, in both words and figures. Should bidders not desire to furnish a particular chemical, they are required to write "No Bid" under the corresponding bid item. Bidders shall only submit the proposal pages from the Contract documents and shall not submit the complete volume of documents.

The envelopes containing the bids must be sealed, addressed to the Bayshore Regional Sewerage Authority and designated "Bid for Annual Chemical Contracts".

4.0 Informal Bids

The Owner may reject as informal, bids which are incomplete, conditional, or obscure, or which contain additions not called for, erasures not properly initialed, alterations, or irregularities of any kind, or the owner may waive such informalities.

5.0 Withdrawal of Bids

Upon proper request and identification, bids may be withdrawn at any time prior to the designated time for the opening of bids. No bid may be withdrawn within 60 days after the actual date of the opening thereof.

6.0 Bid Items

Bid items are unit price bid. Bidders are permitted to bid on any and all bid items.

7.0 Bid Security

Each bid must be accompanied by a certified check, cashier's check or bid bond prepared on the form attached hereto duly executed by the bidder as principal, and having as surety thereon a surety company approved by the Owner, in the amount of ten (10%) percent of the base bid, but not to exceed \$20,000. Such checks or bid bonds will be returned to all except the three lowest formal bidders within three days after the formal opening of bids and the remaining checks or bid bonds will be returned to the three lowest bidders within 48 hours after the owner and the accepted bidder have executed the Contract, or if no Contract has been so executed within 60 calendar days after the date of the opening of bids, unless an extension of this period is agreed upon. Bid bonds or other security must remain in effect for a minimum of 60 calendar days from the date of opening of bids.

8.0 Addenda And Interpretations

No interpretation of the meaning of the specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Robert C. Fischer, Bayshore Regional Sewerage Authority, 100 Oak Street, Union Beach, New Jersey, 07735, and to be given consideration must be received at least seven days prior to the date fixed for the opening of bids. Any and all such interpretation and any supplemental instructions will be in the form of written addenda to the specification which, if issued, will be sent by certified mail, return receipt requested, to each of the bidders who has taken out the Contract Documents, at the respective addresses furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum, or interpretation, shall not relieve any bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract documents.

9.0 Obligation Of Bidders

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Contract documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

10.0 Lowest Qualified Bidder

A Contract shall be awarded to the responsive and responsible bidder with the lowest cost for each bid item (or chemical). Individual Contracts shall be awarded per each bid item or chemical. Bidders are encouraged to bid on any and all bid items.

In the event that there is a discrepancy between prices written in words and written in figures, prices written in words shall govern.

Bids which are obviously unbalanced may be rejected by the Owner.

11.0 Liquidated Damages For Failure To Enter Into Contract

A successful bidder, upon failure or refusal to execute and deliver the Contract and bond required within the time specified in the proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

12.0 Power Of Attorney

Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

13.0 Conditions Of Work

Each bidder must inform himself fully of the conditions of the Contract and specifications. Failure to do so will not relieve a successful bidder of his obligation to furnish the service Contract as specified and to carry out the provisions of the Contract Documents.

14.0 Time Of Delivery

The time for delivery of the product shall be during the hours of 7:30 AM and 3:00 PM, Monday through Friday.

15.0 Unit Price Bid

The unit price bid shall include the Annual Chemicals, delivery and any deposit that otherwise be required for the containers. Unless otherwise stated, the destination of delivery is the Bayshore Regional Sewerage Authority, 100 Oak Street, Union Beach, New Jersey. The Potassium Permanganate and Bioxide may also be required to be delivered to the offsite pump station facilities located in either West Keansburg or Matawan, NJ.

16.0 Time To Award Contract

The Owner shall have 60 days from the receipt of bids to either accept or reject same, and a reasonable time thereafter in the event of any special circumstances or conditions requiring same.

17.0 Insurance Requirements

17.1 General Insurance Requirements

17.1.1 The Contractor shall not commence 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 Bayshore Regional Sewerage Authority; nor shall the Contractor allow any Subcontractor to commence 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 will be granted only after submission of the original certificates of insurance signed by authorized representatives of the insurers or, at the request of the Bayshore Regional Sewerage Authority, certified copies of the required insurance policies.

17.1.2 The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance and workers compensation/employers liability insurance. Except as modified by the Bayshore Regional Sewerage Authority in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work on the project.

17.1.3 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until sixty (60) days prior written notice has been given to the Owner.

Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

17.1.4 No acceptance and/or approval of any insurance by the Bayshore Regional Sewerage 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.

17.1.5 Any deductibles or retentions of (\$5,000) or greater shall be disclosed by the Contractor and are subject to the Bayshore Regional Sewerage Authority 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.

17.1.6 All insurance coverage shall be with AM Best's rated A- or better Insurance companies licensed to do business in the State of New Jersey.

17.2 Contractor's Liability Insurance

The Contractor shall purchase the following insurance coverage's for not less than the limits specified below or required by law, whichever is greater.

17.2.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:

\$1,000,000 each occurrence;
\$1,000,000 personal and advertising injury;
\$2,000,000 general aggregate; and
\$1,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- a.) General aggregate limit applying on a per project / per location basis
- b.) Liability arising from premises and operations;
- c.) Liability arising from the actions of independent contractors;
- d.) Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- e.) Liability arising from the explosion, collapse or underground (XCU) hazards.
- f.) Limited Pollution Coverage at a limit of \$1,000,000.

17.2.2 Bayshore Regional Sewerage Authority shall be named as additional insured on Contractor's commercial General Liability insurance with respect to liability arising out of the Contractor's Work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must so state this. This coverage should be provided and evidence required for a period of two years after completion of the project.

17.2.3 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 (CSL) for bodily injury and personal injury per accident and including coverage for all of the following:

- a.) Liability arising out of the ownership, maintenance or use of any auto;
- b.) Auto non-ownership and hired car coverage.

17.2.4 Workers compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$500,000 each accident for bodily injury by accident;

\$500,000 each employee for bodily injury by disease; and

\$500,000 policy limit for bodily injury by disease.

Any work performed on, or adjacent to navigable waterways require proof of USL and HW coverage.

17.2.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$1,000,000 per occurrence;
\$1,000,000 aggregate for other than products/completed operations and auto liability;
and
\$1,000,000 products/completed operations aggregate.

17.2.6 Primary Insurance

Insurance provided to as specified herein shall be primary. Any other insurance, self-insurance coverage or indemnity available to the Owner and Owner's subcontractors shall be excess of and non-contributory with insurance provided to the Owner and Owner's subcontractor as specified herein.

17.3 Indemnification

17.3.1 The Contractor will protect, defend, indemnify, and hold harmless the Bayshore Regional Sewerage Authority from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractor(s) and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

17.3.2 In any and all claims against the Bayshore Regional Sewerage Authority or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor, or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefits Acts.

18.0 Technical Information

The supplier may be requested to present all pertinent technical information and/or certification on the chemicals or supplies in evidence of conformance with the specifications and the wastewater treatment application. This information may be requested by the Authority or Engineer at any time during the Contract period.

19.0 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.**

20.0 Equal Opportunity for Individuals with Disability

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

The contractor and the Bayshore Regional Sewerage 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.

21.0 New Jersey Business Registration Requirements

The Contractor shall include proof of New Jersey Business Registration with his proposal in accordance with New Jersey P.L. 2009, c. 315 (Chapter 57). Proof of business registration shall be a copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. 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

In addition, the contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the Bayshore Regional Sewerage Authority, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with the Bayshore Regional Sewerage Authority.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2009, c.315 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

PROPOSAL
OF

Name: _____

Address: _____

Telephone Number: _____ Date _____

**FOR FURNISHING AND DELIVERING OF ANNUAL CHEMICAL CONTRACTS
AS SPECIFIED HEREIN**

TO THE

BAYSHORE REGIONAL SEWERAGE AUTHORITY

The undersigned, as Bidder, having carefully read the Notice to Bidders, Information for Bidders, Specifications, Proposal, and Form of Contract, hereby agrees to Furnish and Deliver Annual Chemical Contracts to the premises owned by the Authority in accordance with said Specifications at the unit prices listed on Pages P-3 to P-4. Further, the undersigned, as Bidder, declares that only parties interested in this Proposal as principals are named herein and that this Proposal is made without collusion with any other person, firm or corporation.

(Bidder sign here)

BID FORM

**TO: The Bayshore Regional Sewerage Authority
 100 Oak Street
 Union Beach, NJ, 07735**

RE: Contract Name: Annual Chemical Contracts 2010

This bid will not be accepted after the prevailing time and day as indicated on the Bid Advertisement at which time all bids will be publicly opened and read.

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, transportation, tools and services necessary for the work specified.

The undersigned has examined the location of the proposed work, the plans, specifications, and other contract documents and is familiar with the local conditions at the place where work is to be performed and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the contract documents or by the Owner, carries no guarantee, expressed or implied, as to its completeness or accuracy and has made all due allowances therefore.

The undersigned bidder declares that this bid is made without connection with any other person or persons making bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder agrees that the prices bid for all items shall apply to actual quantities required, approved and used during construction of the project, including addenda, change orders, and supplemental agreements.

The undersigned bidder hereby agrees to be bound by the award of the contract and, if awarded the contract on this bid, to execute within ten (10) days after receipt of notification that the contract documents are ready for signature the required Contract Agreement, Contract Bonds, and Insurance Certificates, of which Contract this bid, the plans for the work, and the specifications as above indicated shall be a part.

The undersigned understands that the Owner reserves the right to reject any or all bids or to waive any informality or technicality of any bid in the interest of the Owner.

Accompanying this bid is a Bid Bond or a Certified Check in the sum of ten percent (10%) of the amount of the bid (but not to exceed \$20,000.00), payable to the Owner as a guarantee that the Agreement will be executed and a Performance Bond, Labor and Material Bond, and the specified Insurance Certificates will be furnished within ten (10) days after receipt of notification that the contract agreements are ready for signature.

If this bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the bidder the difference between the amount specified in the bid and the amount for which the Owner may contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former.

If this bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this contract within **365 consecutive calendar days** from the date specified in the "Notice to Proceed."

The following bid schedule will be completed in ink or typewritten. The amount shall be written in both words and figures. In the case of a discrepancy, the amount written in words will govern.

Companies are permitted to bid on any and all items included on this bid form. Please indicate "NO BID" under the written unit price of a bid item your company does not wish to bid on.

Furnish all materials, labor, equipment, appurtenances, transportation, supervision, permits and insurance necessary to perform the work as outlined in the Contract Documents for the unit price amount of:

ITEM DESCRIPTION

- POTASSIUM PERMANGANATE**
Free flowing grade in fifty-five (55.125) pound containers, twenty-four cans to a skid, based on Maximum **18,000 pounds**, to be delivered to the Bayshore Regional Sewerage Authority Treatment Plant and remote pumping stations upon notice of order by the Authority. Delivery to the Authority within two (2) business days of order.

| <u>UNIT PRICE PER POUND</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL AMOUNT</u> |
|-----------------------------|-----------------|-------------------|---------------------|
|-----------------------------|-----------------|-------------------|---------------------|

(Dollars in words)

(Cents in words)

18,000 lbs. \$ _____ \$ _____

Delivery can be made within _____ days of order.

Name of Manufacturer _____

ITEM DESCRIPTION

2. **SODIUM HYPOCHLORITE SOLUTION (15% available chlorine)**

Based upon a Maximum of **250,000 gallons.**, to be delivered in bulk to the Bayshore Regional Sewerage Authority Treatment Plant, Union Beach, NJ, in minimum order of **5,000 gals.**, upon notice of the order. Delivery to the Authority within two (2) business days of order.

UNIT PRICE PER GALLON QUANTITY UNIT PRICE TOTAL AMOUNT

(Dollars in words)

(Cents in words)

250,000 gal. \$ _____ \$ _____

Delivery can be made within _____ days of order.

Name of Manufacturer _____

ITEM DESCRIPTION

3. **BIOXIDE**

Based upon a Maximum of **12,000 gallons.**, to be delivered in bulk to the Bayshore Regional Sewerage Authority W. Keansburg or Matawan Pump Stations, Monmouth County, NJ, in minimum orders of **2,000 gals.**, upon notice of the order. Delivery to the Authority within two (2) business days of order.

UNIT PRICE PER GALLON QUANTITY UNIT PRICE TOTAL AMOUNT

(Dollars in words)

(Cents in words)

12,000 gal. \$ _____ \$ _____

Delivery can be made within _____ days of order.

Name of Manufacturer _____

Pounds of Nitrate-Oxygen Per Gallon of Solution: _____

License/Royalty Fee Included in Bid Price: Yes _____ No _____

THE AMOUNTS SHALL BE WRITTEN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT WRITTEN IN WORDS WILL GOVERN.

THE ABOVE QUANTITIES ARE ESTIMATED NUMBERS USED FOR COMPARISON PURPOSES IN DETERMINING THE TOTAL AMOUNTS OF BIDS. THE QUANTITIES TO BE ACTUALLY PURCHASED ARE STRICTLY WITHIN THE DISCRETION OF THE BAYSHORE REGIONAL SEWERAGE AUTHORITY.

Term of Contract: Each chemical contract shall be for a period of one (1) year. Thereafter, the BRSA reserves the right to extend the Contract for up to two (2), one year extensions, subject to agreement by the contractor and the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation. Should BRSA renew the Contract, the prices shall be per the original Contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract renewed. On the 10th month of the Contract period, the Contractor must submit in writing their request for a contract extension with or without an increase. Requests for Contract increases shall only be considered if the Contractor can satisfactorily demonstrate to BRSA that they have experienced increased costs with respect to labor, materials and transportation.

This Proposal is accompanied by bid security either in the form of a certified check on the _____ Bank of _____ in the amount of _____ Dollars or a Bid Bond in the amount of _____ Dollars guaranteed by the undersigned as Bidder and _____ as Surety.

This proposal is also accompanied by a Consent of Surety(s) for a Performance Bond in accordance with the conditions named in the foregoing Information for Bidders.

The undersigned Bidder hereby agrees that if this Proposal shall be accepted by the Owner and the undersigned shall fail to execute and deliver the Contract and Contract bond in accordance with the terms of this proposal and with the requirements of the foregoing Information for Bidders, then the undersigned shall be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance shall be null and void and (1) if a certified check is herewith submitted as bid security, the amount of said check accompanying this Proposal shall be due and payable thereunder to the Owner as liquidated damages; otherwise the said certified check, or the amount thereof, shall be returned to the undersigned, or (2) if a Bid Bond is herewith submitted as bid security, the amount specified in the Bid Bond shall be due and payable thereunder to the Owner as liquidated damages in accordance with said Bid Bond; otherwise the Bid Bond shall become null and void.

Further if this proposal shall be accepted by the owner, the undersigned agrees to furnish and deliver _____ as required under this Contract from the date of execution of this Contract, and shall keep said Contract in force for a one year period. If the Contract is renewed (extended) by mutual agreement of both parties the said Contract shall be in force for up to two (2) additional years.

In addition, the undersigned Bidder also acknowledges receipt of the following Addenda:

ADDENDUM

DATED

OWNERSHIP DISCLOSURE STATEMENT

In accordance with State law, corporate and partnership bidders on this Contract must submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case maybe. If one or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stock holders holding 10% or more of that corporation's stock, or of the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

NAME

ADDRESS

(PARTNERSHIP or CORPORATION)

(SIGNATURE OF PRESIDENT or
OTHER DULY AUTHORIZED
OFFICER)

(DATE)

(ADDRESS)

(PRINT NAME and TITLE)

SEAL

ATTEST:

(Signature of Secretary or Assistant Secretary)

(Print Name and Title)

* * * * *

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, Hereinafter called the

Principal, as Principal, and the _____

_____, of _____

A corporation duly organized under the laws of the State of _____

_____, hereinafter called the Surety, as Surety, are held and firmly bound unto _____

Herein after called the Obligee, in the sum of _____

_____ Dollars \$(_____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for _____

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____ A.D. _____ 2010
In the presence of:

(PRINCIPAL) (Seal)

WITNESS

TITLE

SURETY (Seal)

WITNESS

TITLE (Seal)

* * * * *

CONSENT OF SURETY

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the preceding estimate and proposal is made, be awarded to the person or surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the Contract price, and bound as surety and guarantor for labor and material payment in an amount equal to 100% of the Contract price, and will execute them as party of the third part thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such Contract if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum to which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another Contractor to whom the Contract may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this ____ day of _____, 2010

(A corporate acknowledgment and statement of authority to be hereto attached by the surety company.)

By _____

Surety Company
Attorney-in-Fact

Attest:

* * * * *

SURETY ACKNOWLEDGMENT

STATE OF)
COUNTY OF) ss.

On this _____ day of _____ in the year 2010, before me personally came

to me known, who being by me duly sworn, did depose and say, that he resides in _____ that he is the
_____ of _____

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

(Seal) _____

CONTRACTOR ACKNOWLEDGMENT

STATE OF)
COUNTY OF) ss.

On this _____ day of _____ in the year 2010, before me personally came

to me known, who being by me duly sworn, did depose and say, that he resides in _____ that he is the
_____ of _____

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

(Seal) _____

* * * * *

PROPOSAL CHECKLIST

This Proposal Checklist is not a Contract Document but is provided only as a convenience to the Bidder to guard against unintentional noncompliance with the requirements for a complete Proposal.

In case of any conflict between the requirements of this Proposal Checklist and the requirements of the Contract Documents, the requirements of the Contract Documents shall prevail.

Bidders are requested to check-off their compliance with the items in the columns below and to sign the Proposal Checklist.

- / / The Proposal Form is bound in with all the pages making a complete volume of The Contract Documents
- / / The Bid will be contained in a sealed envelope addressed to the Bayshore Regional Sewerage Authority.
- / / Prices in words and numbers inserted for each Bid Item in Proposal.
- / / Total Price Bid inserted in Proposal in words and numbers.
- / / Details of bid security inserted in Proposal pages.
- / / Addenda Nos. and dates inserted in Proposal pages.
- / / Proposal is signed on behalf of Bidder.
- / / Signature of Bidder on Proposal is witnessed.
- / / Names of signers and witnesses are typed or printed below signatures.
- / / For Corporate Bidders, corporate seal is affixed to signature page of Proposal.
- / / Ownership Disclosure Statement is completed and properly signed in behalf Of Bidder.
- / / The New Jersey Business Registration Certificate issued by the Department of The Treasury, Division of Revenue is included.
- / / Bid Bond is duly executed by Principal and Surety and Power of Attorney for representative of Surety is attached.
- / / Certificate of Surety for Performance Bond is completed

* * * * *

CONTRACT FOR
ANNUAL CHEMICAL CONTRACTS

FURNISHING AND DELIVERING _____ <Insert Chemical Name> _____

WASTEWATER TREATMENT FACILITY
BAYSHORE REGIONAL SEWERAGE AUTHORITY
MONMOUTH COUNTY, NEW JERSEY

THIS AGREEMENT made on this ____ day of _____, 2010, by and between the BAYSHORE REGIONAL SEWERAGE AUTHORITY, Monmouth County, with legal address at 100 Oak Street, Union Beach, County of Monmouth and State of New Jersey, hereinafter called the Authority, Party of the First Part, and _____ with legal address at _____ in the County of _____, State of _____ hereinafter called the Contractor, Party of the Second Part.

WITNESSETH:

For and in consideration of the covenants, conditions and agreements contained in the Notice to Bidders, Information for Bidders, Consent of Surety, Proposal, and specifications all of which are herein incorporated as though set forth in full, the parties hereto, by the execution of this agreement, agree to conform with and be bound by all of the terms, conditions, covenants, and stipulations set forth in the aforesaid Notice to Bidders, Information for Bidders, Consent of Surety, Proposal and Specifications agreeing to perform said work in accordance therewith and the Authority agreeing to pay therefor as therein specified.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their corporation seals to be hereto affixed, the day and year first above written.

BAYSHORE REGIONAL SEWERAGE AUTHORITY

BY: _____
Chairman

ATTEST:

Secretary

(SEAL)

(CONTRACTOR) SIGNED, SEALED,
BY: _____

DELIVERED in the presence of or
ATTESTED by:

(SEAL)

Certification of Acknowledgment of Contractor is a corporation for Contract Agreement

STATE OF NEW JERSEY)
) ss:
County of)

BE IT REMEMBERED that on this ____ day of _____, in the year of Our Lord Two Thousand and _____, before me, the subscriber, A Notary Public, personally appeared _____ who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction that he is the Secretary of the corporation mentioned in the within instrument; that _____ is the _____ President of said corporation, that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the board of directors of said corporation; that deponent well knows the corporate seal of said corporation and the seal affixed to said instrument is such corporate seal and was hereto affixed, and said instrument signed and delivered by said _____ President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation in presence of deponent, who thereupon subscribed his name thereto as witness.

Secretary

Sworn and subscribed to before me this ____ day of _____, 20__

Notary Public
My commission expires on _____

CERTIFICATE OF ATTORNEY

I HAVE EXAMINED THE CONTRACT DOCUMENTS, INSURANCE
CERTIFICATES AND BONDS AND FIND THEM IN PROPER FORM. I, HEREBY,
CERTIFY THAT IN MY OPINION THE OWNER HAS THE AUTHORITY AND POWER
TO MAKE THE FOREGOING CONTRACT.

DATE

ATTORNEY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and _____

(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert the name and address or legal title of the Owner)

_____ as Obligee, hereinafter called Owner,
in the amount of _____ Dollars, (\$ _____), for the payment
whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20 __,
entered into a Contract with Owner for _____

_____ in accordance with drawings and specifications prepared
by _____

_____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

- a. The Surety hereby waives notice of any alteration or extension of time made by the Owner.
- b. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly;
 - 1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to Contractor.

c. Any suit under this bond must be instituted before expiration of two (2) years from the date on which final payment under the Contract falls due.

d. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner.

SIGNED AND SEALED this _____ day of _____ A. D. 20__

ATTEST: _____ (Seal)
CONTRACTOR

Title TITLE

SURETY (Seal)

Title TITLE