

# **CUMBERLAND COUNTY IMPROVEMENT AUTHORITY**

2 North High Street  
Millville, New Jersey 08322

## **BID SPECIFICATIONS FOR:**

**FURNISHING AND DELIVERY OF  
SODIUM HYDROXIDE LIQUID CAUSTIC SODA 50%, SULFURIC ACID  
93%, PHOSPHORIC ACID 75% AND SODIUM HYPOCHLORITE 15%  
TO THE CUMBERLAND COUNTY SOLID WASTE COMPLEX**

**Bid Due: Tuesday, November 29, 2016 at 10:00 a.m.**

**Specification: 2017-01**

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**ADVERTISEMENT AND NOTICE TO BIDDERS  
CUMBERLAND COUNTY IMPROVEMENT AUTHORITY  
STATE OF NEW JERSEY**

Sealed bids for the Furnishing and Delivery of Sodium Hydroxide Liquid Caustic Soda 50%, Sulfuric Acid 93%, Phosphoric Acid 75% and Sodium Hypochlorite 15% for the Cumberland County Solid Waste Complex shall be received by the Cumberland County Improvement Authority, at its principal place of business located at 2 North High Street, Millville, New Jersey 08332, at the hour of 10:00 a.m. prevailing time, on November 29, 2016. Late bids shall be returned unopened. Bids shall be opened and read aloud at the same location on November 29<sup>th</sup> at 10 a.m. The CCIA reserves the right to accept any respondent as qualified, to reject any and all bids provided by respondents and to negotiate with any respondent.

Bids shall be made on the bid forms provided and in the manner prescribed. Bids shall be enclosed in a sealed enveloping bearing the legend on the front lower-left quadrant:

**Bid For:       Furnishing and Delivery of Sodium Hydroxide Liquid Caustic Soda  
50% and Sulfuric Acid 93%, Phosphoric Acid 75% and Sodium  
Hypochlorite 15% to the Cumberland County Solid Waste Center  
Specification No.: 2017-01**

This bid is being solicited through a fair and open process in accordance with the requirements of N.J.S.A. 19:44A-20.4 et seq. (New Jersey Local Unit Pay-to-Play Law.)

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action Statute and Regulations.)

All bidders must comply with P.L. 1977, c. 33 and submit a Disclosure Statement listing stockholders with their submitted bid.

All bidders must provide a copy of their State of New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, along with copies of the State of New Jersey Business Registration Certificate of all sub-contractors, at the time their bid is submitted.

The Authority reserves the right to reject any or all bids as provided for in the instructions to bidders or otherwise.

Bid specifications may only be obtained from the Cumberland County Improvement Authority through its website, [www.ccia-net.com](http://www.ccia-net.com).

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

1. **Bid Submission:**

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

Cumberland County Improvement Authority  
2 North High Street  
Millville, New Jersey 08332

The envelope shall be marked in the front lower-left quadrant as follows:

**Bid For:      Furnishing and Delivery of Sodium Hydroxide Liquid Caustic Soda  
50% and Sulfuric Acid 93%, Phosphoric Acid 75% and Sodium  
Hypochlorite 15% to the Cumberland County Solid Waste Center  
Specification No.: 2017-01**

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

Submission must include one (1) original bid packet on paper, plus a full copy of the submission on CD or USB flash drive in PDF format. The Original shall be unbound with no staples, fastened by a clip on the upper left corner. Submissions must be made in the manner designated herein.

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

When required, a bid bond, cashier's check or certified check, payable to the Cumberland County Improvement Authority, for ten percent (10%) of the total amount of the bid (but not more than \$20,000.00) shall accompany each bid. It shall be subject to forfeit and retention by the Authority in lieu of other legal remedies should a successful bidder fail to execute a contract and provide a performance bond within ten (10) days after the Authority has tendered the award of the contract. The bid bond shall be in conformance with N.J.S.A. 40A:11-21.

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

When a performance bond is specified, bidders shall include with their bid submission a surety company's certificate ("Consent of Surety") that said Surety Company shall provide a performance bond for one hundred percent (100%) of the total bid amount in the event that the bidder is awarded the contract ("Performance Bond"). The Consent of Surety shall be in conformance with N.J.S.A. 40A: 11-22.

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

A successful bidder shall, within ten (10) days of its notice of award, execute the contract documents and furnish such Performance Bond in the total amount of the contract. Said bond

shall be that of an approved company in good standing and authorized to do business in the State of New Jersey. The Performance Bond shall be in conformance with N.J.S.A. 40A: 11-22.

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

4. **Public Disclosure:**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work of the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board or commission which exercise governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholder(s) or partners(s) is itself a corporation or a partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the ten percent (10%) ownership established in this act, has been listed. N.J.S.A. 52:25-24.2. Failure to provide this information shall be cause for disqualification of a bidder.

5. **Interpretation of Specifications:**

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

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

6. **Award:**

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

7. **Qualification of Bidders:**

Bidders agree that submission of a bid shall serve as evidence that the bidder has fully examined and understands the specifications.

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

8. **Exceptions to Specifications:**

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

items. The burden of proof shall be on the entity submitting the bid. The Cumberland County Improvement Authority or its designated representative shall be the sole judge as to the equality of items bid to the specifications.

9. **Equivalents:**

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

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

10. **Time for Making Award:**

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

11. **Indemnification:**

Contractor responding to this RFQ ("Indemnifying Party") agrees that it shall indemnify and hold harmless the other Party and any director, officer, affiliate, partner, member or elected or appointed official of the other Party ("Indemnified Party") from and against any and all claims, actions, suits, judgments, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorneys' fees), penalties (civil, criminal or administrative), court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment ("Losses") incurred or suffered by any Indemnified Party to the extent that such Losses arise by reason of, or result from (i) the material breach or inaccuracy of any representation or warranty of the Indemnifying Party contained in the RFQ and/or any and all agreements entered into with the CCIA; (ii) the material breach by the Indemnifying Party of any of its covenants or agreements contained in the RFQ and/or any and all agreements entered into with the CCIA; or (iii) the gross negligence or willful misconduct of the Indemnifying Party or any of its agents, employees or subcontractors, to the extent not waived by the other Party, in each case.

The indemnification obligations of Indemnifying Party under this Section shall inure to the benefit of the directors, officers, affiliates, employees and elected or appointed officials of the Indemnified Party; and shall survive expiration or early termination of any agreement entered into with the CCIA.

12. **Insurance:**

The Contractor shall purchase and maintain the following insurance coverage which will insure against claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever may be greater.

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;
- \$3,000,000 general aggregate per project; and
- \$3,000,000 products/completed operations aggregate.

This insurance shall include:

- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Liability arising from products and completed operations with such coverage to be maintained for two (2) years after completion of the Work;
- Contractual liability including protection for the Contractor from bodily injury and/or property damage claims arising out of liability assumed under this Contract;
- Liability arising from the explosion, collapse, or underground hazards; and
- ISO Endorsement CG2010 ed. 10 01 and CG 2037 ed. 10 01 and waiver of subrogation endorsement. Copies of the endorsements are to be included with the certificates of insurance.

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident including coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto whether owned, hired/leased or non-owned:
  - Automobile contractual liability; and
  - Endorsed to include pollution coverage resulting from auto.

Workers' Compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including "other states" coverage: employer's liability insurance 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.

Cumberland County Improvement Authority, its elected and appointed officials, officers, consultants, agents, employees and assigns as well as its contracted architects and engineers shall

be named as additional insureds on the Contractor's and all Subcontractors commercial general liability insurance policies with respects to liability arising out of the Contractor's products, installation, and/or services provided under this Contract.

The Contractor shall not commence work until the Contractor has obtained at the Contractor's own expense all of the insurance required hereunder and such insurance has been provided to the Owner; nor shall the Contractor allow any subcontractor to commence work until all insurance required of the Subcontractor has been so obtained and approved by the Owner and the Contractor and Subcontractors shall submit to the Owner certificates of insurance signed by authorized representatives of the insurers, or at the Owner's request, certified copies of the required insurance policies.

All required insurance coverages must be underwritten by insurers authorized to do business in the State of New Jersey and acceptable to the Owner. All commercial insurers must have an A.M. Best Company financial strength rating of "A" / VII or better unless the Owner grants an exception.

The Contractor shall provide 30 days written notice to the Owner if any policy is cancelled, non-renewal or coverage is amended to reduce coverage.

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

Insurance as required hereunder shall be in force throughout the term of the Contract and for two (2) years after final acceptance of the Project by Owner (except for contractor's pollution liability which must be in forced for three (3) years after final acceptance.

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

Insurance provided by any Contractor and Subcontractors to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein.

All Certificates of Insurance shall be submitted when required by the Contract Documents but in no event later than the commencement of the Work. Certificates of Insurance shall be subject to review by the owner and shall show the Certificate Holder as follows:

Cumberland County Improvement Authority  
2 North High Street  
Millville, NJ 08332



13. **Prices:**

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

14. **Withdrawal of Bid:**

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

15. **Taxes:**

The Cumberland County Improvement Authority is exempt from all Federal and State Taxes.

16. **Affirmative Action:**

If awarded a contract, the successful bidder shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-3.4 and -3.6. The following is required regulatory text:

**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.**

17. **Americans With Disabilities Act of 1990:**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as below and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disabilities**

The contractor and the Cumberland County Improvement Authority (hereinafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 *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 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 to 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 obligations 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 claims 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 in under any other provisions of the Agreement or otherwise at law.

18. **Disclosure of Contributions to New Jersey Election Law Enforcement Commission:**

Bidders are hereby advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the bidder receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the responsibility of the bidder to determine if such filing is necessary. Additional information on this requirement is available from the ELEC at 1 (888) 313 - 3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

19. **Proof of Business Registration:**

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate ("BRC"). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292 – 1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services to a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; and
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292 – 1730.

20. **Questions:**

Questions concerning this bid invitation may be directed to the Cumberland County Improvement Authority via email to James Rocco, [jrocco@ccia-net.com](mailto:jrocco@ccia-net.com). The Subject Line shall read: "Furnishing and Delivery of Sodium Hydroxide Liquid Caustic Soda 50%, Sulfuric Acid 93%, Phosphoric Acid 75% and Sodium Hypochlorite 15%, RFP No. 2017-01." All questions must be received forty-eight (48) hours prior to Bid Opening.

21. **Items Bid:**

No bidder will be allowed to offer more than one price on each item even though the bidder believes it has two or more types and/or products that will meet the specifications. A bidder must determine for itself which type and/or product to offer. If a bidder should submit more than one price on any item, all prices for said item shall be rejected and such provision of multiple prices may result in the rejection of the bid.

22. **Late or Lost Bids:**

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

The bidder should pay particular attention to the bid checklist attached, given that it delineates the items that must be returned to the Cumberland County Improvement Authority to constitute a valid bid.

23. **Codes and Regulations:**

The services furnished as part of this bid shall meet all applicable regulatory requirements pertaining to the service, including but not limited to all Federal, State and Local laws and regulations and any applicable Occupational Safety and Health Administration (“OSHA”) requirements.

24. **Owner’s Rights:**

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

25. **Rejection of Bids:**

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

26. **Contract Period:**

The Agreement shall be for a term of twenty-four (24) months, beginning on January 1, 2017 and ending December 31, 2018. In accordance with the specifications, the CCIA has the sole option to renew this contract for three (3) additional one (1) year terms. All terms and conditions of the original contract shall remain unchanged except the contractor may request an increase in the service rates for the optional term. Any increase request shall not exceed the cost of living index found at the New Jersey Division of Local Government Services website prevailing at the time of the request to renew the contract. Should the CCIA determine that the request increase is unacceptable, the CCIA shall rebid for the service.

27. **Payments:**

Payment shall be made to the contractor after receipt of an invoice along with a properly executed voucher and upon inspection and acceptance of the service by an authorized representative of the Cumberland County Improvement Authority and approval of the Treasurer of the Cumberland County Improvement Authority.

28. **Quantities:**

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

29. **Subcontractors:**

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

**TECHNICAL SPECIFICATION FOR**  
**Delivery of Sodium Hydroxide Liquid Caustic Soda 50%**

**1. GENERAL:**

The Sodium Hydroxide Liquid Caustic Soda shall be of a concentration of 50%, UN 1824, CAS 1310-73-2.

**2. CONTAINERS:**

The Sodium Hydroxide Liquid Caustic Soda shall be supplied in 330 gallon totes.

**3. QUANTITY:**

Approximately 128,300 lbs. of Sodium Hydroxide Liquid Caustic Soda will be required during the first 12 months of the contract period from January 1, 2017 to December 31, 2017. The bidder understands that the estimated contract period quantities are approximate and are only presented for bid comparisons. It is understood that the Authority reserves the right to increase or decrease the quantity as specified. The unit price shall include all work, furnished material, equipment, labor, tools, and all apparatus necessary to complete the work specified.

**4. DELIVERY:**

The Sodium Hydroxide Liquid Caustic Soda shall be delivered in 330 gallon totes. The successful bidder shall deliver chemicals with a lift gate type truck

Bidders are encouraged to visit the facility to become familiar with the point of delivery and its accessibility. The Authority will not make any additional payment due to restrictions in accessibility.

The successful bidder shall ensure that the Sodium Hydroxide Liquid Caustic Soda is not frozen upon delivery.

The supplier shall provide on-call delivery within three (3) business days of notification. Delivery will be between the hours of 7:30 AM to 2:30 PM, Monday through Friday. Shipment will be delivered F.O.B. to the Cumberland County Solid Waste Complex, 169 Jesse Bridge Road, Deerfield Township, Cumberland County, New Jersey 08332.

**5. PAYMENT:**

Payment will be made in accordance with Article 27 of the General Instructions and Conditions. Computation of the payment amount will be made at the price per pound bid times the actual (NET) weight of product delivered. Each shipment must be weighed on certified scales and weigh tickets showing the net weight of product are required with the shipment.

**TECHNICAL SPECIFICATIONS FOR**  
**Delivery of Sulfuric Acid 93%**

**1. GENERAL:**

The Sulfuric Acid shall be of a concentration of 93% UN 1830, CAS 7664-93-9.

**2. CONTAINERS:**

The Sulfuric Acid shall be supplied in 60 gallon drums.

**3. QUANTITY:**

Approximately 50,000 lbs. of Sulfuric Acid will be required during the first 12 months of the contract period from January 1, 2017 to December 31, 2017. The bidder understands that the estimated contract period quantities are approximate and are only presented for bid comparisons. It is understood that the Authority reserves the right to increase or decrease the quantity as specified. The unit price shall include all work, furnished material, equipment, labor, tools and all apparatus necessary to complete the work specified.

**4. DELIVERY:**

The Sulfuric Acid shall be delivered shall be delivered in 60 gallon drum. The successful bidder shall deliver chemicals with a lift gate type truck.

Bidders are encouraged to visit the facility to become familiar with the point of delivery and its accessibility. The Authority will not make any additional payment due to restrictions in accessibility.

The supplier shall provide on-call delivery within three (3) business days of notification. Delivery will be between the hours of 7:30 AM to 2:30 PM, Monday through Friday. Shipment will be delivered F.O.B. to the Cumberland County Solid Waste Complex, 169 Jesse Bridge Road, Deerfield Township, Cumberland County, New Jersey 08332.

**5. PAYMENT:**

Payment will be made in accordance with Article 27 of the General Instructions and Conditions. Computation of the payment amount will be made at the price per pound bid times the actual (NET) weight of product delivered. Each shipment must be weighed on certified scales and weigh tickets showing the net weight of product are required with the shipment.



**TECHNICAL SPECIFICATIONS FOR**  
**Delivery of Phosphoric Acid 75%**

**1. GENERAL:**

The Phosphoric Acid shall be of a concentration of 75% UN 1805, CAS 7664-38-2.

**2. CONTAINERS:**

The Phosphoric Acid shall be supplied in 60 gallon drums.

**3. QUANTITY:**

Approximately 9,500 lbs. of Phosphoric Acid will be required during the first 12 months of the contract period from January 1, 2017 to December 31, 2017. The bidder understands that the estimated contract period quantities are approximate and are only presented for bid comparisons. It is understood that the Authority reserves the right to increase or decrease the quantity as specified. The unit price shall include all work, furnished material, equipment, labor, tools and all apparatus necessary to complete the work specified.

**4. DELIVERY:**

The Phosphoric Acid shall be delivered shall be delivered in 60 gallon drums. The successful bidder shall deliver chemicals with a lift gate type truck.

Bidders are encouraged to visit the facility to become familiar with the point of delivery and its accessibility. The Authority will not make any additional payment due to restrictions in accessibility.

The supplier shall provide on-call delivery within three (3) business days of notification. Delivery will be between the hours of 7:30 AM to 2:30 PM, Monday through Friday. Shipment will be delivered F.O.B. to the Cumberland County Solid Waste Complex, 169 Jesse Bridge Road, Deerfield Township, Cumberland County, New Jersey 08332.

**5. PAYMENT:**

Payment will be made in accordance with Article 27 of the General Instructions and Conditions. Computation of the payment amount will be made at the price per pound bid times the actual (NET) weight of product delivered. Each shipment must be weighed on certified scales and weigh tickets showing the net weight of product are required with the shipment.

**TECHNICAL SPECIFICATIONS FOR**  
**Delivery of Sodium Hypochlorite 15%**

**1. GENERAL:**

The Sodium Hypochlorite shall be of a concentration of 15% UN 7681, CAS 7681-52-9.

**2. CONTAINERS:**

The Sodium Hypochlorite shall be supplied in 60 gallon drums.

**3. QUANTITY:**

Approximately 3,500 lbs. of Sodium Hypochlorite will be required during the first 12 months of the contract period from January 1, 2017 to December 31, 2017. The bidder understands that the estimated contract period quantities are approximate and are only presented for bid comparisons. It is understood that the Authority reserves the right to increase or decrease the quantity as specified. The unit price shall include all work, furnished material, equipment, labor, tools and all apparatus necessary to complete the work specified.

**4. DELIVERY:**

The Sodium Hypochlorite shall be delivered shall be delivered in 60 gallon drums. The successful bidder shall deliver chemicals with a lift gate type truck.

Bidders are encouraged to visit the facility to become familiar with the point of delivery and its accessibility. The Authority will not make any additional payment due to restrictions in accessibility.

The supplier shall provide on-call delivery within three (3) business days of notification. Delivery will be between the hours of 7:30 AM to 2:30 PM, Monday through Friday. Shipment will be delivered F.O.B. to the Cumberland County Solid Waste Complex, 169 Jesse Bridge Road, Deerfield Township, Cumberland County, New Jersey 08332.

**5. PAYMENT:**

Payment will be made in accordance with Article 27 of the General Instructions and Conditions. Computation of the payment amount will be made at the price per pound bid times the actual (NET) weight of product delivered. Each shipment must be weighed on certified scales and weigh tickets showing the net weight of product are required with the shipment.

**BID DOCUMENT SUBMISSION CHECKLIST**

Furnishing and Delivery of Sodium Hydroxide Liquid Caustic Soda 50%,  
Sulfuric Acid 93%, Phosphoric Acid 75% and Sodium Hypochlorite 15%  
for the Cumberland County Solid Waste Complex

**Failure to submit each of the following documents is a mandatory cause for the rejection of bid (N.J.S.A. 40A:11-23.2).**

Required With Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
<input type="checkbox"/> A bid guarantee as required by <u>N.J.S.A.</u> 40A:11-21.	
<input type="checkbox"/> A certificate from a surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22.	
<input checked="" type="checkbox"/> A statement of corporate ownership, pursuant to <u>N.J.S.A.</u> 52:25-24.2.	
<input checked="" type="checkbox"/> If applicable, Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications, or bid document(s).	
<input checked="" type="checkbox"/> Copies of Treasury Business Registration Certificates for all listed Contractors, Subcontractors and Suppliers.	

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

Required With Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
<input checked="" type="checkbox"/> Certification of Affirmative Action Compliance Notice	
<input checked="" type="checkbox"/> Submission of a Non-Collusion Affidavit (this form must be notarized).	
<input type="checkbox"/> Copies of General Contractor Licenses issued by the State of New Jersey, Department of Law and Public Safety, Division of Consumer Affairs.	

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

Name of Bidder: \_\_\_\_\_

By Authorized Representative

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT**

Furnishing and Delivery of Sodium Hydroxide Liquid Caustic Soda 50%,  
Sulfuric Acid 93%, Phosphoric Acid 75% and Sodium Hypochlorite 15%  
for the Cumberland County Solid Waste Complex

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

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

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

**No addenda were received:**

**Acknowledgment of Bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LIST OF SUBCONTRACTORS**

Furnishing and Delivery of Sodium Hydroxide Liquid Caustic Soda 50%,  
Sulfuric Acid 93%, Phosphoric Acid 75% and Sodium Hypochlorite 15%  
for the Cumberland County Solid Waste Complex

**All subcontractors who will perform work on this project must be listed below or the bid will be considered non-responsive.**

Single prime contracting bids, Bidders that propose using more than one subcontractor for any of the specialized “sub-prime” contractors, must submit a certificate with their bids listing each subcontractor named in the bid for that category of work. Note, Mechanical/Plumbing and Electrical installation, repair and maintenance services are provided by Cumberland County Improvement Authority.

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Name

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Business Street Address

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Category of Work

---

Name

---

Business Street Address

---

Category of Work

---

Name

---

Business Street Address

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Category of Work

Attach additional sheets as necessary. Number of additional sheets \_\_\_\_.

**THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY**  
**BID DOCUMENT**  
**PROPOSAL PAGE**

Submitted by: \_\_\_\_\_  
Vendor's Name

This proposal is submitted in accordance with the bid proposal for the following project.

**Furnishing and Delivery of Sodium Hydroxide Liquid Caustic Soda 50%, Sulfuric Acid 93%, Phosphoric Acid 75% and Sodium Hypochlorite 15% to the Waste Water Treatment Plant at the Cumberland County Solid Waste Complex.**

After having carefully examined and reviewed the Bid Advertisement, General Instruction and Conditions, Technical Specifications, and all addenda, bulletins etc., we the undersigned hereby agree to furnish all material, labor and all else necessary to complete the work in strict accordance with the specification for the following prices. We the undersigned do hereby propose to furnish and deliver Sodium Hydroxide Liquid Caustic Soda 50%, Sulfuric Acid 93%, Phosphoric Acid 75% and Sodium Hypochlorite 15% upon request of the Cumberland County Improvement Authority, to the Waste Water Treatment Plant at the Cumberland County Solid Waste Complex, all in strict accordance with the specifications for the following price.

**BID OPTION I**

This bid option assumes that the Authority will award each chemical to different suppliers based upon the lowest price bid per chemical.

**PART A. SODIUM HYDROXIDE LIQUID CAUSTIC SODA 50%**

Per Pound Price Bulk Delivery \$ \_\_\_\_\_

Estimated Extended Price - Cost for 128,300 lbs. for Contract Period

\$ \_\_\_\_\_

Dollars Written Out \_\_\_\_\_

\_\_\_\_\_

**PART B. SULFURIC ACID 93%**

Per Pound Price Bulk Delivery \$ \_\_\_\_\_

Estimated Extended Price - Cost for 50,000 lbs. for the Contract Period

\$ \_\_\_\_\_

Dollars Written Out \_\_\_\_\_

**PART C. PHOSPHORIC ACID 75%**

Per Pound Price Bulk Delivery \$ \_\_\_\_\_

Estimated Extended Price - Cost for 9,500 lbs. for Contract Period

\$ \_\_\_\_\_

Dollars Written Out \_\_\_\_\_

\_\_\_\_\_

**PART D. SODIUM HYPOCHLORITE 15%**

Per Pound Price Bulk Delivery \$ \_\_\_\_\_

Estimated Extended Price - Cost for 3,500 lbs. for the Contract Period

\$ \_\_\_\_\_

Dollars Written Out \_\_\_\_\_

\_\_\_\_\_

**BID OPTION II**

This bid option assumes that the Authority will award one contract for supplying all chemicals to the bidder with the total lowest bid.

**PART A. SODIUM HYDROXIDE LIQUID CAUSTIC SODA 50%**

Per Pound Price Bulk Delivery \$ \_\_\_\_\_

Estimated Extended Price - Cost for 128,300 lbs. for Contract Period

\$ \_\_\_\_\_

Dollars Written Out \_\_\_\_\_

\_\_\_\_\_

**PART B. SULFURIC ACID 93%**

Per Pound Price Bulk Delivery \$ \_\_\_\_\_

Estimated Extended Price - Cost for 50,000 lbs. for the Contract Period

\$ \_\_\_\_\_

Dollars Written Out \_\_\_\_\_

\_\_\_\_\_



**PART C. PHOSPHORIC ACID 75%**

Per Pound Price Bulk Delivery \$ \_\_\_\_\_

Estimated Extended Price - Cost for 9,500 lbs. for Contract Period

\$ \_\_\_\_\_

Dollars Written Out \_\_\_\_\_

\_\_\_\_\_

**PART D. SODIUM HYPOCHLORITE 15%**

Per Pound Price Bulk Delivery \$ \_\_\_\_\_

Estimated Extended Price - Cost for 3,500 lbs. for the Contract Period

\$ \_\_\_\_\_

Dollars Written Out \_\_\_\_\_

\_\_\_\_\_

The bid security is to be computed on the basis of the lowest Estimated Total Bid Price for Option I or Option II.

**BID SUBMITTED BY**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**This Statement Shall Be Included with Bid Submission**

**Name of Business:** \_\_\_\_\_

- I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

**OR**

- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own ten percent (10%) or more of the stock of any class of that owning corporation. If no one owns ten percent (10%) or more stock, attest to that.

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

- Partnership                       Corporation                       Sole Proprietorship
- Limited Partnership               Limited Liability Corporation               Limited Liability Partnership
- Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:  
\_\_\_\_\_

Name:  
\_\_\_\_\_

Home Address:  
\_\_\_\_\_

Home Address:  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name:  
\_\_\_\_\_

Name:  
\_\_\_\_\_

Home Address:  
\_\_\_\_\_  
\_\_\_\_\_

Home Address:  
\_\_\_\_\_  
\_\_\_\_\_

Name:  
\_\_\_\_\_

Name:  
\_\_\_\_\_

Home Address:  
\_\_\_\_\_  
\_\_\_\_\_

Home Address:  
\_\_\_\_\_  
\_\_\_\_\_

Please attach additional sheets as may be required. Number of additional sheets \_\_\_\_.

Subscribed and sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

**NOTE: NO BID WILL BE AWARDED UNLESS THE ABOVE STATUTE IS COMPLIED WITH.**

**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: \_\_\_\_\_

**CUMBERLAND COUNTY IMPROVEMENT AUTHORITY**

Furnishing and Delivery of Sodium Hydroxide Liquid Caustic Soda 50%,  
Sulfuric Acid 93%, Phosphoric Acid 75% and Sodium Hypochlorite 15%  
for the Cumberland County Solid Waste Complex

**NON-COLLUSION CERTIFICATE**

The undersigned Bidder hereby specifically certifies that, to the best of his knowledge and belief, the annexed bid proposal for the above named project has not been prepared in collusion with any other bidder or like item or service and that the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of said bidder so any such person other than the recipient of such bid and will not be communicated to any such person prior to the official opening of said bid.

Bidder fully understands that no premiums, rebates or gratuities are permitted either with, prior to, or after signing of contract. Any such violation will result in the cancellation and the removal from the bid list.

Undersigned bidder further certifies that he has the necessary authority to sign this stipulation stating he has not entered into any agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above named project.

This certification may be treated for all purposes as a sworn statement made under oath as equivalent affirmative and subject to the provisions of N.J.S.A. 2C:23-1 through N.J.S.A. 2C:23-3, inclusive, and relevant sequential sections, and if applicable, 13 U.S.C. 1001, *et seq.*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
Please Print

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_\_